

El Camino Charter High School

Board Meeting

Date and Time

Wednesday June 17, 2015 at 4:00 PM PDT

Location

ECRCHS Library, 5440 Valley Circle Blvd, Woodland Hills, CA 91357

El Camino Real Charter High School ECRCHS Library 5440 Valley Circle Blvd Woodland Hills, CA 91367

Agenda **Purpose** Presenter Time 4:00 PM I. Opening Items Opening items Jeff A. Call the Meeting to Order 2 m Falgien Terri Keas B. Record Attendance and Guests 2 m C. Public Comment from Speaker Cards Jeff 5 m Falgien D. Approve Minutes Approve Jeff 5 m Minutes Falgien Approve minutes for Board Meeting on May 20, 2015 E. Secretary's Report Obie 5 m Slamon Jeff F. Chairperson's Report and Announcements 5 m Falgien G. Committee Reports 5 m 4:29 PM II. Governance

Governance Agenda Stock Description

A. 2015-16 Board Calendar B. 2015-16 School Calendar	Purpose Vote Vote	Presenter Marshall Mayotte Marshall Mayotte	Time 5 m 5 m
III. Financial			4:39 PM
Finance Agenda Stock Description			
A. Local Control Accountability Plan	Vote	Yvonne Halski	10 m
B. Common Core Budget Amendment	Vote	Marshall Mayotte	5 m
C. Consolidated Application	Vote	Marshall Mayotte	5 m
D. April Check Register from ExED	Vote	Marshall Mayotte	5 m
E. 2015-16 ECRCHS Budget prepared by ExED	Vote	Marshall Mayotte	20 m
F. Extend all employee contracts for another year	Vote	Marshall Mayotte	5 m
G. Creation of a 115 Trust for employee retiree benefits	Vote	Marshall Mayotte	5 m
H. CBO and DoM as the trustee of the retiree benefit trust.	Vote	Marshall Mayotte	5 m
I. Creation of a Charles Schwab account for the 115 Trust	Vote	Marshall Mayotte	5 m
J. Transfer \$1MM to the 115 Retiree Benefit Trust	Vote	Marshall Mayotte	5 m
IV. Administrators			5:49 PM
CEO Support And Eval Agenda Stock Description			
A. Financial Update	FYI	Marshall Mayotte	5 m
B. Principal's Report	FYI	David Fehte	5 m
V. Other Business			5:59 PM
A. Old Business	Discuss		5 m
B. New Business	Discuss		5 m
VI. Closing Items			6:09 PM
A. Adjourn Meeting	Vote		

Coversheet

Approve Minutes

Section: Item: Purpose: Submitted by: Related Material: I. Opening Items D. Approve Minutes Approve Minutes

Minutes for Board Meeting on May 20, 2015



El Camino Real Charter High School

Minutes

Board Meeting

Date and Time Wednesday May 20, 2015 at 4:00 PM

Location

APPROVE

ECRCHS Principals Conference Room, 5440 Valley Circle Blvd, Woodland Hills, CA 91357

Directors Present Jackie Keene, Jeff Falgien, Jonathan Wasser, Obie Slamon, Odus Caldwell, Peter Vastenhold

Directors Absent Dennis Thompson

Guests Present David Fehte, Duc Quach, Eric Wilson, Fernando Delgado, Marshall Mayotte, Terri Keas, Yvonne Halski

I. Opening Items

A. Call the Meeting to Order

Jeff Falgien called a meeting of the board of directors of El Camino Real Charter High School to order on Wednesday May 20, 2015 at 4:05 PM.

B. Record Attendance and Guests

- C. Public Comment from Speaker Cards
- **D.** Approve Minutes

Obie Slamon made a motion to approve minutes from the Board Meeting on 04-15-15 Board Meeting on 04-15-15. Peter Vastenhold seconded the motion. The board **VOTED** unanimously to approve the motion.

E. Secretary's Report

F. Chairperson's Report and Announcements

G. Committee Reports

II. Financial

A. Local Control Accountability Plan

Presented by Assistant Principal Yvonne Halski.

B. K-8 Charter Petition

Presented by Director of STEAM Eric Wilson.

C. Common Core Proposed Budget Changes

Presented by CBO Marshall Mayotte.

D. Material Revision Changes

Presented by CBO Marshall Mayotte.

E. Purchase \$1MM in CDs with maturities of less than 2 years

Obie Slamon made a motion to approve transfer and purchase of \$1MM in CDs in the Charles Schwab account with 2 or less years of maturity. Jackie Keene seconded the motion. The board **VOTED** unanimously to approve the motion.

F. March Check Register from ExED

Jackie Keene made a motion to March check register. Jonathan Wasser seconded the motion. The board **VOTED** unanimously to approve the motion.

G. 2015-16 ECRCHS Budget Submitted to LAUSD by ExED

Peter Vastenhold made a motion to approve the Preliminary Budget ExED submitted to LAUSD.

Jackie Keene seconded the motion. The board **VOTED** unanimously to approve the motion.

Closed Session: UTLA, Contracts, Compensation

I. Adopting 2015-16 LAUSD Salary Scales for Non-Administrative Staff

Obie Slamon made a motion to approve to match UTLA/LAUSD's January 1, 2016 salary table for certificated and non-certificated employees, effective July 1, 2015, contingent on UTLA's approval, so that ECRCHS can work out our own UTLA agreement at a later date.

Peter Vastenhold seconded the motion.

The board **VOTED** unanimously to approve the motion.

III. Closing Items

A. Adjourn Meeting

Obie Slamon made a motion to adjourn the meeting. Jonathan Wasser seconded the motion.

The board **VOTED** unanimously to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:24 PM.

Respectfully Submitted, Duc Quach

Coversheet

2015-16 Board Calendar

Section: Item: Purpose: Submitted by: Related Material: II. Governance A. 2015-16 Board Calendar Vote

2015-16 ECRCHS Board Calendar.docx

EL CAMINO REAL CHARTER HIGH SCHOOL A STEAMS school



- To: ECRCHS Board of Trustees
- From: Marshall Mayotte, CPA
- Re: 2015-16 Board Calendar
- Date: June 1, 2015

Below is the 2014-15 Board Calendar. All meetings begin at 4pm.

- Wednesday, August 12, 2015
- Wednesday, September 16th
- Wednesday, October 21st
- Wednesday, November 18th
- Wednesday, December 9th
- Wednesday, January 20th
- Wednesday, February 17th
- Wednesday, March 16th
- Wednesday, April 20th
- Wednesday, May 18th
- Wednesday, June 22nd

Coversheet

2015-16 School Calendar

Section: Item: Purpose: Submitted by: Related Material: II. Governance B. 2015-16 School Calendar Vote

school calendar 2015-2016.doc

EL CAMINO REAL CHARTER HIGH SCHOOL

School Calendar 2015-2016

August 10 and 11, 2015 August 12, 2015 September 4, 2015 September 7, 2015 September 10, 2015 September 11, 2015 September 14, 2015 September 23, 2015 November 11, 2015 November 23-27, 2015 December 16-18, 2015 December 21, 2015 – January 8, 2016 January 11, 2016 January 18, 2016 February 15, 2016 March 21, 2016 – March 25, 2016 March 28, 2016 April 22, 2016 May 30, 2016 June 1-3, 2016 June 6, 2016 June 7, 2016

Pupil Free Days First Day of Instruction Admissions Day (No School) Labor Day (No School) Back to School Night Shortened Day Schedule Rosh Hashanah (No School) Yom Kippur (No School) Veterans' Day (No School) Thanksgiving (No School) Final Exams (Minimum Days) Winter Break First Day of Second Semester Martin Luther King Birthday (No School) Presidents' Day (No School) Spring Break (No School) Cesar Chavez Day (No School) School Holiday (No School) Memorial Day (No School) Final Exams (Minimum Days) Senior Clearance Day (Minimum Day) Graduation/ Last Day of School (Minimum Day)

Professional Development (PD) Days

August 25, 2015 September 8, 2015 September 22, 2015 October 20, 2015 November 3, 2015 December 1, 2015 December 15, 2015 January 12, 2016 January 26, 2016 February 9, 2016 February 23, 2016 March 8, 2016 April 5, 2016 May 17, 2016

Instructional Minutes

Regular Day =	378 minutes x 157 days =	59,346 minutes
Shortened Day =	313 minutes x 1 days =	313 minutes
Minimum Day =	248 minutes x 8 days =	1984 minutes
PD Day =	288 minutes x 14 days =	4032 minutes
	Total Instructional Days = Total Instructional Minutes =	180 65,675

(last year's LAUSD requirement was 65,300 minutes)

Coversheet

Local Control Accountability Plan

Section: Item: Purpose: Submitted by: Related Material: III. Financial A. Local Control Accountability Plan Vote

Full 2015 ECRHS LCAP report draft June 13.doc



Yvonne Halski, Assistant Principal

y.halski@ecrchs.net (818) 595-7500

Section 1: Stakeholder Engagement

Involvement Process	Impact on LCAP
Involvement Process July 2011 - July 2013 Converting to a charter has allowed ECRCHS to target the LCAP population with additional resources. Numerous stakeholder meetings were held to include faculty and staff, Board of Directors, various School Site Councils, PTSA, Boosters Club, and ELAC, and other advocacy organizations.	Impact on LCAPFourteen new teachers were hired to lower class size and to improve student outcomeFour new counselors were hired to lower the counseling ratio and allow counselors to monitor individual student achievement goals as they relate to college and career readinessAdditional custodial staff was hired to provide a cleaner environment and maintain facilities conducive to learningAdditional security staff provides a safer environment
	conducive to learning ECRCHS hired a new assistant principal, who has extensive experience with students struggling in the traditional classroom environments. That position oversees alternative education, independent study and Title I programs for ECRCHS.
	Summer school was expanded and financed to include a broader range of classes to remediate incoming 9th graders who were identified as having low English and math skills. This was in addition to classes that were already in place for credit recovery.
	Independent study classes were initiated to allow flexibility for at-risk and struggling students

August 2013-July 2014	Identifying needs early on and prioritizing these needs
Brainstorming sessions included addressing concerns from	based on the school's financial situation
community groups (e.g. English Learner Advisory Committees),	
teacher-led student groups (e.g. The Village, La Familia, Student	Transitioning the educational environment to address the
Council), parent groups (e.g. PTSA) and advocacy organizations (e.g.	Common Core State Standards (CCSS) for all students
Friends of ECR).	Common Core State Standards (CCCC) for an stadents
Fliends of ECR).	Drovidos collaborativo professional environment os eshael
The second of the second first second states (1) and the second sec	Provides collaborative professional environment as school
The goal of those meetings was to identify and to prioritize needs	fully transitions into CCSS implementation
early on and to continue supporting programs addressing the LCAP	
population.	Expanding community involvement and engagement
	addressing the targeted LCAP population
At the first Professional Development Day, all staff was made aware of	
the LCAP requirements in the Annual Financial Review, with the use	Posting LCAP on the Website, allowing stakeholder
of graphs, charts, statistics, and budget forecasting as presented by	feedback and engagement
our Chief Business Officer.	locabaok and ongagoment
	Poard of Directors approved the final draft at the June 25
Oshaal wide facus on each view the Eachish and weth reaficiency	Board of Directors approved the final draft at the June 25,
School-wide focus on analyzing the English and math proficiency	2014 meeting
rates, CAHSEE proficiency rate and other assessment data at	
individual Department meetings.	
Efforts began early to engage and inform our stakeholders on the	
implementation of the Common Core State Standards and statewide	
assessments (Smarter Balance). Staff was engaged through	
leadership, and through faculty and full-staff meetings, which provided	
a venue for input and discussion.	
The following quantitative data was utilized for the goal softing	
The following quantitative data was utilized for the goal-setting	
process: attendance rate, suspension rate, expulsion rate, graduation	
rate, A-G progress, facility inspection data, CST ELA and Math	
reclassification rates, course enrollment data, and survey data both for	
goal setting and LCAP input and feedback.	

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Update: August 2014-Present						
Stakeholder Engagement	Impact					
In December of 2013, ECRCHS submitted a proposal to LAUSD to acquire four closed schools, increasing enrollment, revenue and facilities. ECRCHS is currently negotiating with LAUSD on three campuses.	On two of the additional properties, ECRCHS plans to develop K-8 schools, with the goal of ensuring all students in the community are equally prepared for the challenges of high school when they matriculate into ECRCHS.					
Parent Involvement: During Back to School Night on September 6, 2014, staff reviewed the elements of the LCAP, highlighting the goals and accompanying services and actions to accomplish the goals. PTSA meetings on September 17, 2014, October 15, 2014, November 19, 2014, and April 7, 2015 and May 27, 2015 were conducted and included a review of LCAP goals and actions/services.	Recommendations were forwarded to school leadership and the board.					
At School Site Council meetings on November 20, 2014; December 11, 2014; February 26, 2015; March 26, 2015; April 23, 2015; May 21, 2015, progress toward LCAP goals were reviewed.	Recommendations were forwarded to school leadership and the board.					
ELAC meetings were held on September 24, 2014, October 21, 2014, November 21, 2014, December 17, 2014, January 28, 2015, February 25, 2015, March 25, 2015, April 29, 2015, May 27, 2015. During each meeting the committee reviewed the implementation of the LCAP as it relates to English learners for each of the eight state priorities.	Recommendations were forwarded to school leadership and the board.					

Comment [CB]: This is reformatted with language in a different sequence. Please check it is accurate. --→ need to discuss with Carol

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Staff Involvement: At the first Professional Development Day, all staff was involved in reviewing the LCAP requirements. Throughout the year, the Chief Technology Officer and the Chief Business Officer met regularly to discuss the creation of accountability platforms that will efficiently assist in the identification and collection of data as it relates to the LCAP target population. An effective way to address the future needs of the LCAP population was discussed. Staff recommended and the board approved the incorporation of a focused approach to science, technology, engineering, arts, and mathematics (STEAM) into the curriculum.	The hiring of 2nd Green Revolution, a sustainability consulting company, created the opportunity to focus on STEAM and sustainability curriculum in coordination with the Humanitas teachers which triggered a pathway into becoming a Green School ECRCHS plans to develop a science center that provides additional space for STEAM-related programs and courses, in alignment with a key ECRCHS goal to integrate STEAM into the curriculum to better prepare students to excel in college and the workplace. Incorporating STEAM into the curriculum is anticipated to increase future enrollment, which will provide additional financial support and increase our operating revenue. The following new software programs were purchased: Aeries, Paychex, Turnitin, HR Online, Welligent, Guardian, Naviance) to segregate data effectively.
Governing board involvement: At board meetings throughout the school year, the board reviewed progress toward goals, allotting time to the public to make comment: August 14, 2014, September 17, 2014; October 15, 2014; November 19, 2014; December 17, 2014; January 13, 2015; February 18, 2015; March 25, 2015, and April 15, 2015	On DATE, the 2015-18 LCAP was discussed and approved.

Comment [CB]: Need to add this to the program narrative --→ need to discuss with Carol

Section 2: Goals, Actions, Expenditures, and Progress Indicators

004	All stude	nts are taught by highly qualified	teachers.		Related State and/or L	ocal Priorities:
GOAL #1:				1	1	
					Local: Specify	
Identified	d Need:	standards based materials, safe		ovided through access to highly q parent involvement.	ualified staff, commor	i core
Goal Ap	plies to:	Schools: ECRCHS Applicable Pupil Subgroups: A				
			LCAP Ye	ear 1: 2015-16		
Meas	Expected Annual Measurable Outcomes:See attached metrics matrix for anticipated annual student performance for the following metrics: 					
	A	ctions/Services	Scope of Service	Pupils to be served within ic service	lentified scope of	Budgeted Expenditures
		rvise, evaluate and retain	School	_X_ALL		\$XXX
qualified	teaching	staff.	wide	OR: Low Income pupilsEnglish Learn Foster YouthRedesignated fluer Other Subgroups:(Specify)	ers ht English proficient	SACS
			LCAP Ye	ear 2: 2016-17		
	ed Annual		•	annual student performance for th	e following metrics:	
	surable comes:	 CAASPP test performar UC A-G course complet 				

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	 English language profici EL reclassification rate AP passage rate PSAT, SAT, ACT High school graduation 	-	easured by CELDT and/or ELPAC		Comment [CB]: Identify total salaries and benefits Comment [CB]: Identify SACS revenue codes that pay for this.
	tions/Services vise, evaluate and retain taff.	Scope of Service School wide	Pupils to be served within identified scope of service _X_ALL OR: _Low Income pupilsEnglish Learners _Foster YouthRedesignated fluent English proficient _Other Subgroups:(Specify)	Budgeted Expenditures \$XXX SACS revenue codes	
Expected Annual Measurable Outcomes:	 CAASPP test performar UC A-G course complet 	r anticipated nce ion rate ency rates m	ear 3: 2017-18 annual student performance for the following metrics: neasured by CELDT and/or ELPAC		
	tions/Services vise, evaluate and retain taff.	Scope of Service School wide	Pupils to be served within identified scope of service _X_ALL OR: _Low Income pupilsEnglish Learners _Foster YouthRedesignated fluent English proficient _Other Subgroups:(Specify)	Budgeted Expenditures \$XXX SACS	

	IGSS aligned materials in all re rds based education program.	elevant courses and	Related State and/or 1, 2, 4, 7 Local: Specify	
				n core
	LCAP Year 1	: 2015-16		
 CAASPP to Expected Annual UC A-G co AP passag Outcomes: PSAT, SAT 		al student performance for t	the following metrics:	
Actions/Services	Scope of Service	upils to be served within i service	identified scope of	Budgeted Expenditures
ECRCHS will embrace State content s with innovative instructional methods a appropriate teacher-created assessme common to each department and align standards to correctly gauge student a The ECRCHS standards-based system systemic inequities and meet the need students, especially those students wh under-performing.	tandards ind ents ed to chievement. n addresses s of all			

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This year, standards based purchases will include primary and secondary texts for English supplemental readings, social science texts, and for biology texts. Materials will be selected by textbook selection committees within each department who will give recommendations to the Curriculum and Instruction Committee. Committees are comprised of teachers selected through an internal process. To ensure differentiation is provided according to student ability level, pace of the course, etc., instructors may select multiple texts to teach the same curriculum. Advanced Placement courses will utilize texts from lists approved or recommended by the College Board.	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$66,489 <mark>8015</mark> \$233,511 8599	Comment [CB]: Please have a fiscal person check these codes.
		ear 2: 2016-17		
Expected Annual Measurable Outcomes:	ice ion rate	annual student performance for the following metrics:		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures	
ECRCHS will embrace State content standards with innovative instructional methods and appropriate teacher-created assessments common to each department and aligned to standards to correctly gauge student achievement as we focus on curriculum and instruction. The ECRCHS standards-based system addresses			No additional expenditures to those noted for staffing and materials.	

,	and meet the needs of all those students who are			
this year. Requests new texts for individ by teachers, who w selection by submit department for sele focus within each d information, texts w with ECRCHS' instr selected based on t and the needs of th	Is are planned for purchase in for additional, supplemental or dual courses may be submitted ill follow protocols for text ting a rationale through their ecting a text. As the curricular iscipline is on skills and vill be relevant to and will evolve fructional program. They will be their pertinence to the course e instructor to utilize the text to uctional needs of his or her		ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	None
		LCAP Ye	ear 3: 2017-18	
Expected Annual Measurable Outcomes:	 See attached metrics matrix for CAASPP test performan UC A-G course completi AP passage rate PSAT, SAT, ACT High school graduation r 	ce on rate	annual student performance for the following metrics:	
Ac	tions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures

ECRCHS will embrace State content standards with innovative instructional methods and appropriate teacher-created assessments common to each department and aligned to standards to correctly gauge student achievement as we focus on curriculum and instruction. The ECRCHS standards-based system addresses systemic inequities and meet the needs of all students, especially those students who are under-performing.			No additional expenditures to those noted for staffing and materials.
This year, standards based purchases will include texts for Spanish and French. They will be selected by textbook selection committees within each department who will give recommendations to the Curriculum and Instruction Committee. Committees are comprised of teachers selected through an internal process. To ensure differentiation is provided according to student ability level, pace of the course, etc., instructors may select multiple texts to teach the same curriculum. Advanced Placement courses will utilize texts from lists approved or recommended by the College Board.	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$95,301 8015 \$334,699 8599
Requests for additional, supplemental or new texts for individual courses may be submitted by teachers, who will follow protocols for text selection by submitting a rationale through their department for selecting a text. As the curricular focus within each discipline is on skills and			

information, texts will be relevant to and will evolve with ECRCHS' instructional program. They will be selected based on their pertinence to the course and the needs of the instructor to utilize the text to best meet the instructional needs of his or her students.
--

	ents will utilize technology, as appropriate, and develop awareness of its tion to learning.				
				Local: Specify	
	standards based materials, safe		ovided through access to highly q parent involvement.	ualified staff, commo	n core
(Schools: ECRCHS Applicable Pupil Subgroups: Al	L			
		LCAP Ye	ear 1: 2015-16		
Expected Annual Measurable Outcomes:	CAASPP test performanUC A-G course complet	ice ion rate ency rates m	annual student performance for th easured by CELDT and/or ELPAC	·	
Ac	tions/Services	Scope of Service	Pupils to be served within id service	entified scope of	Budgeted Expenditures
Students will develop technological proficiency in the areas of word processing, computer science, web design, computer programming, graphic design, spread sheets, slide presentation, and internet research within their core academic subjects and through their elective courses. To maintain equipment and software, ECRCHS maintains an Information Technology dept.		School wide	_X_ALL OR: Low Income pupilsEnglish Learn Foster YouthRedesignated fluen Other Subgroups:(Specify)	t English proficient	\$22,163 8015 \$77,837 8599

Clickers will be purchased for assessment purposes in the Science and Math departments.	School wide	_X_ALL	\$444 8015
purposes in the Science and Math departments.	wide	OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$1,556 8599
LCD and document cameras will be purchased for use throughout the school.	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$2,442 8015 \$8,558 8599
Extra laptop computers will be purchased for SPED students for individual use.	School wide	ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)_SPED	\$8,000 8311
Purchase Rosetta Stone software for EL students.	School wide	ALL OR: Low Income pupils _X_English Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$8,000 8015
Purchase ALEX Math for SPED and EL students.	School wide	ALL OR: Low Income pupils _X_English Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)SPED	\$1,000 8311

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Jtilize Turnitin for a	issessment purposes.	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$2,220 8015 \$7,780 8599
Expected Annual Measurable Outcomes:	 CAASPP test performar UC A-G course complet 	or anticipated a nce tion rate iency rates m	ear 2: 2016-17 annual student performance for the following metrics: easured by CELDT and/or ELPAC	
Students will develo the areas of word p web design, compu design, spread she internet research wi subjects and throug maintain equipment	tions/Services op technological proficiency in processing, computer science, iter programming, graphic ets, slide presentation, and ithin their core academic gh their elective courses. To t and software, ECRCHS mation Technology dept.	Scope of Service School wide	Pupils to be served within identified scope of service X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient _Other Subgroups:(Specify)	Budgeted Expenditures \$25,000 8015 \$80,000 8015
Jtilize Turnitin for a	issessment purposes.	School wide		\$2,500 8015 \$8000 8015

Comment [CB]: These are same code. Why separated?

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Expected Annual Measurable Outcomes:	CAASPP test performarUC A-G course complet	nce ion rate iency rates m	annual student performance for the following metrics: easured by CELDT and/or ELPAC		Why separated?	These are same code. These are the same ated?
Ac	tions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures		
the areas of word p web design, compu design, spread she internet research w subjects and throug maintain equipment	pp technological proficiency in rocessing, computer science, ter programming, graphic ets, slide presentation, and ithin their core academic gh their elective courses. To t and software, ECRCHS nation Technology dept.	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$28,000 8015 \$83,000 8015		
Utilize Turnitin for a	ssessment purposes.	School wide	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$2,700 8015 \$8,200 8015		

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Comment [CB]: You need to identify what is being purchased here.

GOAL Student learn #4:	ning is supported by school fa	cilities that a	re in clean and good repair.	Related State and/or 1, 4, 5, 7 Local: Specify	
star	ndards based materials, safe		ovided through access to highly qu parent involvement.	ualified staff, commo	n core
(-oal Applies to	ools: ECRCHS				
Se		r anticipated a	ear 1: 2015-16 annual student performance for the	e following metrics:	
Expected Annual Measurable Outcomes:	 CAASPP test performar UC A-G course complet English language profici EL reclassification rate AP passage rate High school graduation in 	ion rate ency rates m	easured by CELDT and/or ELPAC		
Actior	ns/Services	Scope of Service	Pupils to be served within id service	entified scope of	Budgeted Expenditures
Purchase new furniture	e for 10 classrooms,	School	<u>_X_</u> ALL		\$22,200
Purchase new furniture for 10 classrooms, The college office is in the process of modernization through the purchase of new furniture, computers for students to research colleges, work on higher education applications and scholarships, and digitizing their materials to reduce paper consumption. The college office will be painted, and new bulletin boards, ceiling mounting projectors, a drop down screen, and a mounted LCD screen will be added.		wide	OR: Low Income pupilsEnglish Learne Foster YouthRedesignated fluent Other Subgroups:(Specify)	ers English proficient	8015 \$77,800 8599

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	а	X_ALL	\$195,909
contract through ECRCHS custodial staff.		OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	- 8015 \$686,563 8599
Facilities security will be provided by ECRCHS security staff.		X_ALL OR: Ow Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$48,977 8015 \$171,641 8599
	LCAP Ye	ear 2 : 2016-17	
Measurable El reclassification rat	letion rate ficiency rates m	easured by CELDT and/or ELPAC	
Outcomes: • AP passage rate • High school graduation			
Outcomes: AP passage rate		Pupils to be served within identified scope of service	Budgeted Expenditures

Comment [CB]: I am assuming that these ten classrooms are in addition to the ten classrooms to be refurbished in 2015-16.

Comment [CB]: 8015 used in both places. Why?

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contract through EC	aintained and clean through a CRCHS custodial staff. vill be provided by ECRCHS		X_ALL OR: _Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify) X_ALL	\$200,000 8015 \$700,000 8015 \$50,000 8015 \$176,000 8015
		LCAP Ye	ear 3: 2017-18	
Expected Annual Measurable Outcomes: See attached metrics matrix for anticipated annual student performance for the following metrics: • CAASPP test performance • UC A-G course completion rate • DUC A-G course completion rate • English language proficiency rates measured by CELDT and/or ELPAC • EL reclassification rate • AP passage rate • High school graduation rate • High school graduation rate				
Ac	tions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures

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Purchase new furniture for 10 additional classrooms. Classroom furniture Will be ordered to replace single student desks. This will include 54" x 18" tables for students and lightweight chairs that can be rearranged in multiple configurations to support Common Core aligned teaching methods, including collaboration. Additionally, teachers will be given sit-to-stand desks providing them with flexibility in their teaching styles.	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$30,000 8015 \$83,000 <mark>8015</mark>	Comment [CB]: twice. Comment [CB]: 8015 twice
Facilities will be maintained and cleaned through a contract through ECRCHS custodial staff.		X_ALL OR: _Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$205,000 8015 \$710,000 8015	
Facilities security will be provided by ECRCHS security staff.		X_ALL 	\$53,000 Sacs revenue code: \$180,000 8015	

GOAL All studer #5:		towards grad		elated State and/or 2, 4, 5, 7	
			l.	I: Specify	
Identified Need:	standards based materials, safe		ovided through access to highly qualific parent involvement.	ed staff, commo	n core
(Logi Annline to -	Schools: ECRCHS Applicable Pupil Subgroups:				
		LCAP Ye	ear 1: 2015-16		
Expected Annual Measurable Outcomes:	 CAASPP test performan UC A-G course completi Physical education pass 	ce on rate age rate ency rates m rate	annual student performance for the follo		
Ac	tions/Services	Scope of Service	Pupils to be served within identif service	fied scope of	Budgeted Expenditures
Provide standards subjects.	based instruction in all	School wide	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent Engli Other Subgroups:(Specify)	ish proficient	No additional expenditures to those identified under Goal #1.

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Provide diagnostic testing in reading and math for newly enrolled students in math and reading to aid in correct placement consistent with skill and ability level.		X_ALL OR: ON: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$302 \$20 \$1,057 \$599	Comment [CB]: need SACS
Conduct Summer Bridge program during which students are assessed for their high school readiness, math, reading and writing abilities. For students in the category of well below grade level expectations, emphasis will be placed on developing and strengthening math and reading skills in addition to instruction in successful student practices and study skills such as time management and organization.	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	**************************************	
Continue providing Summer School classes for students at risk.		_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	*38,112 8015 \$133,563 8599	
Provide additional learning support to students including AVID tutors lunch time and after-school.		_X_ALL OR: Ow Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$7,428 8015 \$23,030 8599	
Provide appropriate academic support programs with full-time Intervention Coordinator. Provide transitional counselor for special education students.		X_ALL OR: _Low Income pupilsEnglish Learners _Foster YouthRedesignated fluent English proficient _Other Subgroups:(Specify)	\$222,288 8015 \$472,731 8599	

Alternative school also provides summer school independent study classes for students at risk. Implement Guardian Scholars Program for Foster Youth (Pierce College) Continue staff liaison with Group Homes.			
Provide lunchtime and after school tutoring program for all students who are having difficulties in their subject areas.	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$3,811 8015 \$13,356 8599	
Provide Algebra Readiness course after school.	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$2,712 8015 \$9,506 8599	
Utilize Student Success Team process for struggling students.	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	 No additional expenditures to those identified under Goal #1. 	
Administer the home language survey upon a student's initial enrollment.	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	 No additional expenditures to those identified under Goal #1. 	
Conduct CELDT testing.	X_ALL	No additional	
--	--	---	--
	OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	 expenditures to those identified under Goal #1. 	
Meet all applicable legal requirements for English Learners as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. Ensure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	 No additional expenditures to those identified under Goal #1. 	
Group English Learners by English fluency levels for small group instruction with CLAD credentialed ELD teacher.	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	 No additional expenditures to those identified under Goal #1. 	
Utilize a variety of SDAIE methods which include: scaffolding; collaborative learning groups; a strong emphasis on learning vocabulary; an emphasis on the different learning modalities; a use of visual aids; graphic organizers; and a focus on morphemes and root words.	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	 No additional expenditures to those identified under Goal #1. 	

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ECRCHS will continue to follow LAUSD's reclassification procedures.	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	 No additional expenditures to those identified under Goal #1.
Provide CAHSEE workshops for students who have not passed one or both sections of the exam (This is in addition to the required math class for students who have not passed the math portion of the CAHSEE)	X_ALL OR: ON: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	No additional expenditures to those identified under Goal #1.
Provide a literacy coordinator to tutor students who struggle with coherent writing.	X_ALL OR: OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	*603 8015 \$2,114 8599
Adhere to the Chanda Smith Modified Consent Decree ("MCD")	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)_SPED	 No additional expenditures to those identified under Goal #1.
Adhere to the Williams Valenzuela complaint procedures.	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)SPED	 No additional expenditures to those identified under Goal #1.

Comment [CB]: These are really low amounts for a literacy coordinator. If these are in addition to those already included in identified staffing costs, say so. Otherwise, we need to talk because this is not enough to spend on a literacy coordinator.

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chronically absent s mandatory meeting that communicate th	es to increase attendance of atudents including face-to-face s and parent notification letters ne importance of school n Attendance Coordinator	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$5,575 8015 \$19,538 8599 }
American youth three	ining for Latino and African bugh "The Village" and "La s, field trips, and guest	_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)Latino and African American students	\$10,000 8015
	See attached metrics matrix for a	LCAP Year 2 : 2016-17 nticipated annual student performance for the following metrics:	
Expected Annual Measurable Outcomes:	 CAASPP test performance UC A-G course completion Physical education passag 	n rate ge rate cy rates measured by CELDT and/or ELPAC	

Comment [CB]: I cant tell what these costs are for. Are they for the attendance coorindator position, or other activities or strategies that have not yet been accounted for? If so, the text should be a bit more specific.

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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide standards based instruction in all subjects.	School wide	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	No additional expenditures to those identified under Goal #1.
Provide diagnostic testing in reading and math for newly enrolled students in math and reading to aid in correct placement consistent with skill and ability level.		X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$400 8015 \$1,150 8015
Conduct Summer Bridge program during which students are assessed for their high school readiness, math, reading and writing abilities. For students in the category of well below grade level expectations, emphasis will be placed on developing and strengthening math and reading skills in addition to instruction in successful student practices and study skills such as time management and organization.	School wide	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$6,000 8015 \$19,000 8015
Continue providing Summer School classes for students at risk.			\$40,000 8015 \$145,000 8015

Comment [CB]: See comment above about amount allocated and note that 8015 is listed twice.

Comment [CB]: 8015 is listed twice.

Comment [CB]: 8015 is listed twice.

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Provide additional learning support to students including AVID tutors lunch time and after-school.	School wide	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$9,000 8015 \$25,000 8015
Provide lunchtime and after school tutoring program for all students who are having difficulties in their subject areas.		_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$5,000 8015 \$15,000 8015
Provide appropriate academic support programs with full-time Intervention Coordinator. Provide transitional counselor for special education students. Alternative school also provides summer school independent study classes for students at risk. Implement Guardian Scholars Program for Foster Youth (Pierce College)	School wide	X_ALL 	\$222,288 8015 \$472,731 8015
Continue staff liaison with Group Homes. Provide Algebra Readiness course after school.		X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$2,900 8015 \$10,000 8015

Comment [CB]: 8015 is listed twice. Comment [CB]: 8015 is listed twice Comment [CB]: 8015 is listed twice Comment [CB]: 8015 is listed twice.

Utilize Student Success Team process for	X_ALL	No additional		
struggling students.	OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	 expenditures to those identified under Goal #1. 		
Administer the home language survey upon a student's initial enrollment.	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	 No additional expenditures to those identified under Goal #1. 		
Conduct CELDT testing.	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	 No additional expenditures to those identified under Goal #1. 		
Meet all applicable legal requirements for English Learners as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. Ensure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	No additional expenditures to those identified under Goal #1.		

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Group English Learners by English fluency levels	X_ALL	
for small group instruction with CLAD credentialed ELD teacher.	OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	to those identified under Goal #1.
Utilize a variety of SDAIE methods which include: scaffolding; collaborative learning groups; a strong emphasis on learning vocabulary; an emphasis on the different learning modalities; a use of visual aids; graphic organizers; and a focus on morphemes and root words.	X_ALL OR: Ow Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	No additional expenditures to those identified under Goal #1.
ECRCHS will continue to follow LAUSD's reclassification procedures.	OR: OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	 No additional expenditures to those identified under Goal #1.
Provide CAHSEE workshops for students who have not passed one or both sections of the exam (This is in addition to the required math class for students who have not passed the math portion of the CAHSEE)	X_ALL OR: Ow Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	No additional expenditures to those identified under Goal #1.
Provide a literacy coordinator to tutor students who struggle with coherent writing.	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$900 8015 \$2,600 8015

Comment [CB]: See comments in previous year. Amount doesn't make sense and 8015 is listed for both amounts.

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Adhere to the Chanda Smith Modified Consent Decree ("MCD")	_X_ALL OR: _Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)_SPED	No additional expenditures to those identified under Goal #1.
Adhere to the Williams Valenzuela complaint procedures.	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)SPED	No additional expenditures to those identified under Goal #1.
Provide professional development: • CCSS • Best Practices • STEAM • Compliance • Building Student Assets • Financial Reporting	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$8,000 8015 \$29,000 8015
Implement strategies to increase attendance of chronically absent students including face-to-face mandatory meetings and parent notification letters that communicate the importance of school attendance. Maintain Attendance Coordinator position.	X_ALL 	\$6,000 8015 \$21,000 8015
Provide life skills training for Latino and African American youth through "The Village" and "La Familia" assemblies, field trips, and guest speakers.	_ALL OR: _Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)_Latino and African American	\$11,000 8015

Comment [CB]: 8015 is listed twice. You have removed all professional development from 2015-16. Not a good idea.

Comment [CB]: 8014 listed twice.

			students	
			ear 3: 2017-18	
Expected Annual Measurable Outcomes:	 CAASPP test performan UC A-G course completi Physical education pass 	ice ion rate age rate ency rates m rate	annual student performance for the following metrics: easured by CELDT and/or ELPAC	
Act	tions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide standards t subjects.	based instruction in all	School wide	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	No additional expenditures to those identified under Goal #1.

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Provide diagnostic testing in reading and math for newly enrolled students in math and reading to aid in correct placement consistent with skill and ability level.		X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$600 8015 \$2,000 <mark>8015</mark>	Comment [CB]: 8015 listed twice Comment [CB]: check that thes codes are right. Comment [CB]: 8015 listd twice. Comment [CB]: 8015 listd twice.
Conduct Summer Bridge program during which students are assessed for their high school readiness, math, reading and writing abilities. For students in the category of well below grade level expectations, emphasis will be placed on developing and strengthening math and reading skills in addition to instruction in successful student practices and study skills such as time management and organization.	School wide	_X_ALL 	\$5,082 - 1110 \$17,808 3000	
Continue providing Summer School classes for students at risk.		_X_ALL 	\$45.000 8015 \$142,000 8015	
Provide additional learning support to students including AVID tutors lunch time and after-school.		_X_ALL OR: _Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$9,000 8015 \$27,000 <mark>8015</mark>	

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 Provide appropriate academic support programs with full-time Intervention Coordinator. Provide transitional counselor for special education students. Alternative school also provides summer school independent study classes for students at risk. Implement Guardian Scholars Program for Foster Youth (Pierce College) Continue staff liaison with Group Homes. 	School wide	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$222,288 8015 \$472,731 8015	Comment [CB]: 8015 listed twic. Comment [CB]: 8015 listed twice
Provide lunchtime and after school tutoring program for all students who are having difficulties in their subject areas.		X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$5,000 8015 \$16,000 8015	
Provide Algebra Readiness course after school.		X_ALL OR: _Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$5,000 8015 \$15,000 8015	
Utilize Student Success Team process for struggling students.		X_ALL 	No additional expenditures to those identified under Goal #1.	

Administer the home language survey upon a student's initial enrollment.	X_ALL OR: _Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify) X_ALL	 No additional expenditures to those identified under Goal #1. No additional expenditures
	OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	to those identified under Goal #1.
Meet all applicable legal requirements for English Learners as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. Ensure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	 No additional expenditures to those identified under Goal #1.
Group English Learners by English fluency levels for small group instruction with CLAD credentialed ELD teacher.	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	 No additional expenditures to those identified under Goal #1.

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Utilize a variety of SDAIE methods which include: scaffolding; collaborative learning groups; a strong emphasis on learning vocabulary; an emphasis on the different learning modalities; a use of visual aids; graphic organizers; and a focus on morphemes and root words.	X_ALL OR: Ow Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	 No additional expenditures to those identified under Goal #1.
ECRCHS will continue to follow LAUSD's reclassification procedures.	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	 No additional expenditures to those identified under Goal #1.
Provide CAHSEE workshops for students who have not passed one or both sections of the exam (This is in addition to the required math class for students who have not passed the math portion of the CAHSEE)	X_ALL OR: Ow Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	 No additional expenditures to those identified under Goal #1.
Provide a literacy coordinator to tutor students who struggle with coherent writing.	X_ALL OR: OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	*1,200 8015 \$4,000 8015
Adhere to the Chanda Smith Modified Consent Decree ("MCD")	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)_SPED	 No additional expenditures to those identified under Goal #1.

Comment [CB]: See comments for previous years. Amounts seem really low and 8015 is listed twice.

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Adhere to the Williams Valenzuela complaint	<u>_X_</u> ALL	No additional	C	Commen
procedures.	OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)_SPED	expenditures to those identified under Goal #1.	ar Yo ar	Comment mount fo ou need ny of the nd all of ddressin
Provide professional development: • CCSS • Best Practices • STEAM • Compliance • Building Student Assets • Financial Reporting • Outside vendors • Professional speakers	_X_ALL 	\$9,000 8015 \$30,000 8015	Cu pr fu ar	Comment revious y unding bu nd nothir nything.
Implement strategies to increase attendance of chronically absent students including face-to-face mandatory meetings and parent notification letters that communicate the importance of school attendance. Maintain Attendance Coordinator position.	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$8,000 8015 \$23,000 8015]		
Provide life skills training for Latino and African American youth through "The Village" and "La Familia" assemblies, field trips, and guest speakers.	_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)_Latino and African American students	\$15,000 8015		

Comment [CB]: 8015 listed twice

Comment [CB]: Just noticed that this amount for PD seems like it might be low. You need to show all funding sources for any of the activiteis you list to meet any and all of the eight state priorities you are addressing. Also 8015 is listed twice.

Comment [CB]: See comments in previous years. Not clear what you are funding but not enough for staff position and nothing is identified as costing anything.

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GOAL #6:	are actively engaged in learning	beyond core	COURSES. Related State and/or 4, 5, 6,	
			Local: Specify	
dentified Need:	Students need a robust educatio standards based materials, safe Schools: ECRCHS		ovided through access to highly qualified staff, commo parent involvement.	on core
Goal Applies to:	Applicable Pupil Subgroups: Al	l		
		LCAP Ye	ear 1: 2015-16	
	See attached metrics matrix for	r anticipated	annual student performance for the following metrics:	
	High school graduation	rate		
Expected Annual Measurable Outcomes:	 Attendance rate Drop out rate Chronic absenteeism rate Suspension rate Expulsion rate 	te		
Ad	ctions/Services	Scope of	Pupils to be served within identified scope of	Budgeted
	unity businesses and ovide Internships, project based ge courses.	Service School wide	X_ALL OR: _Low Income pupils English Learners Foster Youth Redesignated fluent English proficient _Other Subgroups:(Specify)	Expenditures \$9,795 8015 \$34,328 8599
Heal the Bay; visiti hospitals; Support	ervice learning opportunities: ng nursing homes and our Troops; Habitat for Momma; Foster Children Toy	School wide	_X_ALL OR: _Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$9,795 8015 \$34,328 8599

Comment [CB]: What is costing 45000? Not clear.

Comment [CB]: The exact same expenses are listed for both of these rows. Is that correct? Nothing should be listed twice. Maybe these two rows of activiteis should be combined.

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Expected Annual Measurable Outcomes:	 See attached metrics matrix for High school graduation i Attendance rate Drop out rate Chronic absenteeism rat Suspension rate Expulsion rate 	r anticipated rate	ear 2: 2016-17 annual student performance for the following metrics:		Comment [CB]: Exact same amount of money. Maybe these two rows of activities should be combined.
Actic	ons/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures	
Partner with commun organizations to provi learning, and college	ide Internships, project based	School wide	_X_ALL OR: _Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$10,000 8015 \$36,000 8599	
Heal the Bay; visiting hospitals; Support ou		School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$10,000 8015 \$36,000 8599 }	
	See attached metrics matrix for		ear 3: 2017-18 annual student performance for the following metrics:	·	
Expected Annual Measurable Outcomes:	 High school graduation i Attendance rate Drop out rate Chronic absenteeism rate Suspension rate Expulsion rate 	rate			

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Comment	[CB]	:	8015?
Commente	~~	•	0010.

Comment [CB]: In the third year, these amounts are different, so I am confused as to what is going on in the previous two years where the amounts in both rows are the same. Also 8015 is listed twice.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Partner with community businesses and organizations to provide Internships, project based learning, and college courses.	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$11,000 8015 \$38,000 8015
Offer Community service learning opportunities: Heal the Bay; visiting nursing homes and hospitals; Support our Troops; Habitat for Humanity; Pajama Momma; Foster Children Toy Drive	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$13,000 8015 \$40,000 SACS: 8015

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GOAL #7:	cademic achievement is support	ed by parent	S. Related State and/or 3, 5, 6	
<i>TT</i> .			Local: Specify	
	Students need a robust educatio standards based materials, safe		ovided through access to highly qualified staff, commo parent involvement.	on core
	Schools: ECRCHS			
Goal Applies to:	Applicable Pupil Subgroups: Al			
			ear 1: 2015-16 annual student performance for the following metrics:	
Expected Annual Measurable Outcomes:	 CAASPP test performar UC A-G course complet English language profici EL reclassification rate AP passage rate High school graduation Attendance rate Drop out rate Chronic absenteeism ration Suspension rate Expulsion rate 	ion rate ency rates m rate te	easured by CELDT and/or ELPAC	
	tions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
	l training to parents in the use te and Naviance <mark>program</mark> .	School wide	_X_ALL	\$653 8015
			OR: _Low Income pupilsEnglish Learners _Foster YouthRedesignated fluent English proficient _Other Subgroups:(Specify)	\$2,289 8599

Comment [CB]: Specificity as to what the expenditures are would be helpful.

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School Website	School	_X_ALL	\$2,220	Comment [CB]: Specify what about the
	wide	OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	8015 \$7,780 8599	school website is incurring the cost you have listed.
Utilize Connect Telephone (telephone blast to parents) to communicate updates regarding activities, and individual messages to parents regarding attendance and grades. Messages a translated into Spanish.	School wide re	X_ALL OR: OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	LCFF: \$1,998 \$7,002 8599	
Conduct Back to School Night, and orientation events.	School wide	X_ALL OR: 	No additional expenditures to those listed in Goal #1.	
Conduct ELAC committee meetings bi-monthly	. School wide	X_ALL OR: Low Income pupils _X_English Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	No additional expenditures to those listed in Goal #1.	
	LCAP	fear 2: 2016-17		
CAASPP test performance Expected Annual UC A-G course corr	rmance npletion rate roficiency rates r ate	annual student performance for the following metrics: measured by CELDT and/or ELPAC		

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 Attendance rate Drop out rate Chronic absenteeism rate Suspension rate Expulsion rate 				Comment [CB]: twice Comment [CB]: twice
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures	
Provide access and training to parents in the use of the Aeries website and Naviance program.	School wide	_X_ALL OR: ON: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$750 8015 \$2,800 8599	
School Website	School wide	X_ALL OR: Ow Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$300 8015 \$1,000 <mark>8015</mark>	
Utilize Connect Telephone (telephone blast to parents) to communicate updates regarding activities, and individual messages to parents regarding attendance and grades. Messages are in translated into Spanish.	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$2,100 8015 \$8,000 <mark>8015</mark>	
Conduct Back to School Night, and orientation events.	School wide	_X_ALL OR: Ow Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	No additional expenditures to those listed in Goal #1.	

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Conduct ELAC con	nmittee meetings bi monthly.	School wide	_X_ALL OR: Low Income pupils _X_English Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	No additional expenditures to those listed in Goal #1.	Comment [CB]: twice
Expected Annual Measurable Outcomes:	 CAASPP test performa UC A-G course completion 	or anticipated nce tion rate ciency rates n rate	ear 3: 2017-18 annual student performance for the following metrics: neasured by CELDT and/or ELPAC		
Provide access and	tions/Services d training to parents in the use te and Naviance program.	Scope of Service School wide	Pupils to be served within identified scope of service X_ALL OR: _Low Income pupilsEnglish Learners _Foster YouthRedesignated fluent English proficient _Other Subgroups:(Specify)	Budgeted Expenditures \$800 8015 \$3,200 8015	

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School Website	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$400 8015 \$1,200 8015
Utilize Connect Telephone (telephone blast to parents) to communicate updates regarding activities, and individual messages to parents regarding attendance and grades. Messages are in translated into Spanish.	School wide	X_ALL OR: _Low Income pupilsEnglish Learners _Foster YouthRedesignated fluent English proficient _Other Subgroups:(Specify)	\$2,200 8015 \$8,500 8015
Conduct Back to School Night, and orientation events.	School wide	X_ALL OR: 	No additional expenditures to those listed in Goal #1.
Conduct ELAC committee meetings bi-monthly.	School wide	_X_ALL OR: Low Income pupils _X_English Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	No additional expenditures to those listed in Goal #1.

Comment [CB]: see comment in previous year. 8015 listed twice

	ents develop meaningful seconda liploma and readiness for college			Related State and/or 3, 4, 5, 6,	7, 8
				Local: Specify <u>College</u> plans	and career
Identified Need:	Students need college and care	er counseling	and high school courses meaning		e goals.
Goal Applies to:	Schools: ECRCHS Applicable Pupil Subgroups:				
		LCAP Y	ear 1: 2015-16		
Expected Annua Measurable Outcomes:	High school graduation	rate	annual student performance for	J	
A	ctions/Services	Scope of Service	Pupils to be served within service	•	Budgeted Expenditures
minimum of two t college and caree	t with counseling staff a mes during the year to develop or plans and gain guidance in rsuing these plans.	School wide	X_ALL OR: Low Income pupilsEnglish Lea Foster YouthRedesignated flue Other Subgroups:(Specify)		No additional expenditures to those listed in Goal #1.
Students and their parents have access to the Naviance program, a tool to guide them with post high school options. The College Office has the software installed for student and parent use.		School wide	_X_ALL OR: Low Income pupilsEnglish Lea Foster YouthRedesignated flue Other Subgroups:(Specify)	rners ent English proficient	Same as goal #7.

Provide outside speakers to present on college	School	_X_ALL	\$545 8015 \$1,911 8599 Same as goal #5.	
and careers.	wide	OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)		
Provide appropriate academic support programs with full-time Intervention Coordinator. Provide summer school and continuation school classes for students at risk. Implement Guardian Scholars Program for Foster Youth (Pierce College). Continue staff liaison with Group Homes	School wide	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)		
Utilize peer college counselors to meet and advise students with their post high school options.	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	 No additional expenditures to those listed in Goal #1. 	
Provide "StrengthExplorers" assessment for all 9th graders, "Careers" assessment for 10th graders, and "SuperMatch" for 11th graders and 12 th graders to compile a list of colleges they wish to attend.		X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:Specify)	_ Same as goal #7.	
Conduct College Fair, Fall and Spring College Knowledge Night, Financial Aid Night, PSAT Interpretation Night, Roundtable Talk with the College Counselors.	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	Same as goal #8.	

Conduct field trips to local colleges, application workshops, essay workshops, application review sessions, mock SAT/ACT tests, SAT/ACT prep classes on campus.		chool ide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$1,909 8015 \$6,691 8599
Provide 1 FTE counseling position dedicated to SPED students.		chool ide	ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)SPED	\$68,000 8015
		LCAP Ye	ar 2: 2016-17	
 See attached metrics matrix for anticipated annual student performance for the following metrics: High school graduation rate Drop out rate PSAT, SAT, ACT participation EAP 				
Actions/Services		Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Students will meet with counseling staff a minimum of two times during the year to develop college and career plans and gain guidance in modifying and pursuing these plans		chool ide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	No additional expenditures to those listed in Goal #1.

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Comment [CB]: listed twice

Students and their parents have access to the Naviance program, a tool to guide them with post high school options. The College Office has the software installed for student and parent use.	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	Same as goal #7.
Provide outside speakers to present on college and careers.	School _X_ALL wide		\$600 8015 \$2,000 8015
Utilize peer college counselors to meet and advise students with their post high school options.	School wide		
Provide "StrengthExplorers" assessment for all 9th graders, "Careers" assessment for 10th graders, and "SuperMatch" for 11th graders and 12 th graders to compile a list of colleges they wish to attend.	School wide	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups⊗Specify)	_ Same goal as #5.
Conduct College Fair, Fall and Spring College Knowledge Night, Financial Aid Night, PSAT Interpretation Night, Roundtable Talk with the College Counselors.	School wide	_X_ALL OR: _Low Income pupilsEnglish Learners _Foster YouthRedesignated fluent English proficient _Other Subgroups:(Specify)	Same goal as #7.

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Conduct field trips to local colleges, application workshops, essay workshops, application review sessions, mock SAT/ACT tests, SAT/ACT prep classes on campus.	School wide	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$2,500 8015 \$8,000 8015
Provide 1 FTE counseling position dedicated to SPED students.	School wide	ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)SPED	\$70,000 8015
	LCAP Y	ear 3: 2017-18	
Expected Annual Measurable Outcomes: See attached metrics matrix for • High school graduation • Drop out rate • PSAT, SAT, ACT partic • EAP	rate	annual student performance for the following metrics:	
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Students will meet with counseling staff a minimum of two times during the year to develop college and career plans and gain guidance in modifying and pursuing these plansSch wide		_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	No additional expenditures to those listed in Goal #1.

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Comment [CB]: isted twice

Students and their parents have access to the Naviance program, a tool to guide them with post high school options. The College Office has the software installed for student and parent use.	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	Same as goal #7.
Provide outside speakers to present on college and careers.	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$900 8015 \$2,500 <mark>8015</mark>
Utilize peer college counselors to meet and advise students with their post high school options.	School wide		
Provide "StrengthExplorers" assessment for all 9th graders, "Careers" assessment for 10th graders, and "SuperMatch" for 11th graders and 12 th graders to compile a list of colleges they wish to attend.	School wide	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups [®] Specify)	_ Same as goal #5.
Conduct College Fair, Fall and Spring College Knowledge Night, Financial Aid Night, PSAT Interpretation Night, Roundtable Talk with the College Counselors.	School wide	_X_ALL OR: _Low Income pupilsEnglish Learners _Foster YouthRedesignated fluent English proficient _Other Subgroups:(Specify)	Same as goal #7.

Conduct field trips to local colleges, application workshops, essay workshops, application review sessions, mock SAT/ACT tests, SAT/ACT prep classes on campus.	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$3,000 8015 \$9,000 8015
Provide 1 FTE counseling position dedicated to SPED students.	School wide	ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)SPED	\$72,000 - 8015

GOAL Support	rate social and emotional life skills	through indiv	vidualized instruction and	.Related State and/or 4, 5, 6, Local: Specify	
Identified Need: Goal Applies to:	Students need college and caree Schools: ECRCHS Applicable Pupil Subgroups:		and high school courses meaning		e goals.
Expected Annua Measurable Outcomes:	High school graduation Attendence rate	r anticipated a rate	ear 1: 2015-16 annual student performance for th	ne following metrics:	
Actions/Services Provide alternative school options, incorporating traditional and independent study programs that allow students to make up credit taking into consideration the emotional and maturity level of the student.		Scope of Service School wide	X_ALL OR: _Low Income pupilsEnglish Learr _Foster YouthRedesignated fluer _Other Subgroups:(Specify)		Budgeted Expenditures Same as goal #5.

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including: referral to Center; PAL (Peer Body Image Group itinerary therapists; program; music pro	tal activities and services o the Tarzana Treatment Active Listeners) Program; ; two school psychologists, campus clubs; athletic gram; dance program student led evening events	School wide	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$61,716 8015 \$194,445 8599
		LCAP Y	ear 2: 2016-17	
Expected Annual Measurable Outcomes:	 High school graduation Attendance rate Drop out rate Chronic absenteeism ra Suspension rate Expulsion rate 	rate	annual student performance for the following metrics:	
Ac	tions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide alternative school options, incorporating traditional and independent study programs that allow students to make up credit taking into consideration the emotional and maturity level of the student.		School wide	XALL OR: _Low Income pupilsEnglish Learners _Foster YouthRedesignated fluent English proficient _Other Subgroups:(Specify)	Same as goal #5.

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including: referral to Center; PAL (Peer Body Image Group itinerary therapists; program; music pro	tal activities and services o the Tarzana Treatment Active Listeners) Program; ; two school psychologists, campus clubs; athletic ogram; dance program student led evening events.	School wide	X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$63,000 8015 \$198,000 <mark>8015</mark>	Comment [CB]: twice
	See attached metrics matrix for		ear 3: 2017-18 annual student performance for the following metrics:		
Expected Annual Measurable Outcomes:	 High school graduation i Attendance rate Drop out rate Chronic absenteeism rate Suspension rate Expulsion rate 	rate			
Ac	tions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures	
traditional and inde allow students to m	school options, incorporating pendent study programs that ake up credit taking into motional and maturity level of	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	Same as goal #5.	

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Provide supplemental activities and services including: referral to the Tarzana Treatment Center; PAL (Peer Active Listeners) Program; Body Image Group; two school psychologists, itinerary therapists; campus clubs; athletic program; music program; dance program tutoring; variety of student led evening events.	School wide	_X_ALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	\$65,000 8015 \$200,000 <mark>8015</mark>		Comment [CB]:	listed twice
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	Annua	l Update					CB]: Every expenditure
	GOAL English Learners, and use effective strategies that address students' multiple 1 m prior intelligences. year Local : Specify						CB]: These all need to be litural relevancy per the goal.
Goal Applies to: Schools: Ecretions Applicable Pupil Subgroups: A Expected No pupil outcomes designated in outcomes		Actual	Standar	dized test performar	псе		
Annual All student achievement data is app Measurable Outcomes:	olicable.	Annual Measurable Outcomes:	-	language proficienc ssification rate	y rates increased		
	LCAP Ye	ar : 2014-15					
Planned Actions/Services	-		Actual A	ctions/Services			
	Budgeted Expenditures				Estimated Actual Annual Expenditures		
Professional Development (EL, STEAM, Best Practices, Common Core, Technology), Conferences (AP by the Sea, AVID, Common Core, National Charter Conference), Workshops (Discipline, Community Relations, First Aid, Chemical Safety, Human Resources)	\$20,000	Professional De Practices, Com Conferences (A Core, National (Discipline, Cor Chemical Safet	mon Core, Tech P by the Sea, A Charter Confere nmunity Relatio	hnology), AVID, Common ence), Workshops ns, First Aid,	\$20,000		
Scope of School wide		Scope of service:	School wide		_		
<u>_X_</u> ALL		<u>_X_</u> ALL					

OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)		OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	LCAP goals have been rev	ised to use measurable pupil outcomes to measure im	pact/progress.

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Original GOAL from prior year LCAP:					Related State and/or Local Priorities: 1, 5, 6 Local : Specify		
Goal Applies to: Schools: ECRCHS Applicable Pupil Subgroups: ALL							
Expected AnnualNo pupil outcomes designated in original LCAP.Annual Measurable Outcomes:All student achievement data is applicable.			Actual Annual Measurable Outcomes:	Enrollme	Enrollment by subgroup		
LCAP Year: 2014-15							
Planned Actions/Services			Actual Actions/Services				
		Budgeted Expenditures				Estimated Actual Annual Expenditures	
Actively recruit qualified teachers reflecting student ethnic demographics		\$500	Hired three qualified teachers reflecting student ethnic demographics			<mark>\$150,000</mark>	
Scope of service:	School wide		Scope of service:	· School Wide			
<u>X</u> ALL			<u>X</u> ALL		_		
OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)_ <u>Ethnic subgroups</u>			OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)Ethnic subgroups				
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?LCAP goals have been revised to use measurable pupil outcomes to measure impact/progress. Maintain priority in hiring qualified teachers reflecting the student ethnic demographics.							

Comment [CB]: I gave you the wrong information regarding amount to put here. Since this is limited to recruitment activities and I assum you have included these teachers costs in sections above., I think your amount should be more in the \$500 range, as you had anticipated. Needs revenue code
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Original GOAL from prior Students will identify a post-secondary college/career plan, be enrolled in appropriate college and/or career prep courses, and monitored until graduation.				Related State and/or Local Priorities: 1, 5, 7	
year LCAP:				Local : Specify	
Goal Applies to: Schools: ECRCHS Applicable Pupil Subgroups: A	LL				
Expected All students will complete a college Annual Measurable Outcomes:	e career plan.	Actual Annual Measurable Outcomes:	College career	plan completion rate	
	LCAP Ye	ar : 2014-15	·		
Planned Actions/Services			Actual Ac	ctions/Services	
	Budgeted Expenditures				Estimated Actual Annual Expenditures
Provide appropriate academic support programs	\$122,000	Provided appr	opriate academic	support programs	\$122,000
through full-time Intervention Coordinator.		through full-tim	ne Intervention C	oordinator.	
Provide summer school and continuation school classes for students at risk.	\$550,000	Provided summer school and continuation school classes for students at risk.		\$800,000	
Implement Guardian Scholars Program for Foster Youth (Pierce College).	0	Implemented Guardian Scholars Program for Foster Youth (Pierce College).		0	
Continue staff liaison with Group Homes.	0	Continued stat	ff liaison with Gro	oup Homes.	0
Continue AVID expansion.	\$27,000	Continued AV	D expansion.		\$27,000

Comment [CB]: The numbers are all a little suspect because they are rounded off. For sure your actual expenditures in the column to the right should be more exact.

Scope of service:	School wide			Scope of service:	School wide	
<u>X</u> ALL				<u>X</u> ALL		
OR: <u>X</u> Low Income pupils <u>X</u> English Learners <u>X</u> Foster Youth <u>X</u> Redesignated fluent English proficient <u>Other Subgroups:(Specify)</u>			OR: <u>X</u> Low Income pupils <u>X</u> Foster Youth <u>X</u> Rec Other Subgroups:	designated fluent English proficient		
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?LCAP goals are revised and impact/progress.			consolidated to us	se measurable pupil outcomes to r	neasure	

ctual No pupil outcomes designated. nnual asurable comes:		
14-15		
Actual Actions/Services		
Estimated Actual Annual Expenditures		
ed additional maintenance staff hours. \$20,000 ered to School Safety manual as mandated SHA.		
e of School wide		
v Income pupilsEnglish Learners ster YouthRedesignated fluent English proficient her Subgroups:(Specify)		

and expenditures will be made as a	impact/progress
result of reviewing past progress	
and/or changes to goals?	

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Coal Applies to: Schools: ECRCHS					d/or Local Priorities: 2, 4
Court Applies to. Applicable Pupil Subgroups: A Expected No pupil outcomes designated. Annual Measurable Outcomes: A		Actual Annual Measurable Outcomes:	No pupil outcom	es designated.	
LCAP Year: 2014-15					
Planned Actions/Services		Actual Actions/Services			
	Budgeted Expenditures				Estimated Actual Annual Expenditures
Evaluate new technology needs. Purchase identified technology. Expand on current network infrastructure to improve reliability, capacity and access Upgrade computers, interactive devices, sound amplification and media resources Continue funding full-time Technology Director and staff Provide teacher training for new technology	\$50,000 technology \$200,000 for staffing.	Purchased <mark>cor</mark>	nputers <u>)</u> and <u>soun</u>	d system.	\$242,000 sound system \$200,000 on computers.

Comment [CB]: Name the sound system.

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Scope of service:	School wide			Scope of service:		
<u>x</u> ALL	xALL			xALL		
	English Learners edesignated fluent Englis Specify)			OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)		
	actions, services,	•	_CAP goals are revised and consolidated to use measurable pupil outcomes to m			
	will be made as a	impact/progress.				/
	ng past progress ges to goals?					

Comment [CB]: There is a huge gap in what you anticipated spending and what you spent. This language should be changed to explain that, and the impat it had.

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	Ensure implementation of academic content and performance standards for all core subjects as they are adopted.			Related State and/o 2, 4, Local : Specify	7, 8	
Goal Applies to:	Schools: ECRCHS	 LL				
Expected Annual Measurable Outcomes:	 AP passage rate A-G completion rate Graduation rate Attendance rate Drop out rate Chronic absenteeism rate Suspension rate Expulsion rate 		Actual Annual Measurable Outcomes:	GraduatiAttendarDrop out	npletion rate: ion rate nce rate t rate: absenteeism rate sion rate	
		LCAP Ye	ar: 2014-15			
	Planned Actions/Services		Actual Actions/Services			
		Budgeted Expenditures				Estimated Actual Annual Expenditures
Professional De	evelopment	\$30,000	Professional Development STEAM (October) and EL (February) monthly best practices monthly common core monthly technology 		\$30000	
Conferences				ne Sea July 2014 n Core in Augus		\$20000

Comment [CB]: Please check these to make sure I didn't mess up when reformatting into distinct rows.

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			AVID in ASpecial E		
Teacher Training			• <u>XXX</u>		\$20000
Textbooks			 Purchased Physics, Precalculus, History, English, Spanish, AP Environment, Chemistry textbooks 		\$700000
Supplies and materials		450,000			\$200000
Scope of service:	School wide		Scope of service:		
xALL OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)		<u>x</u> ALL OR: Low Income pupil Foster YouthF Other Subgroups	lsEnglish Learners Redesignated fluent English proficient :(Specify)		
and expenditures result of review	actions, services, s will be made as a impact/pro ges to goals?		consolidated to u	se measurable pupil outcomes to	measure

Comment [CB]: Not sure how this is different from PD.

GOAL acce	ase percentage of students succepted to a college or university and roup, passing the Early Assessm	d increase the nu ent Progress (EA	mber of students,		Related State and/o 4, 7 Local : Specify	
Expected Annual Measurable Outcomes:	 A-G completion rate EAP pass rate 		Actual Annual Measurable Outcomes:	A-G conEAP pase	npletion rate ss rate	
		LCAP Yea	ar: 2014-15			
Planned Actions/Services				Actual Actual	ctions/Services	
		Budgeted Expenditures				Estimated Actual Annual Expenditures
Professional Deve Conferences Teacher Training Purchase of textb Purchase of supp		No additional cost, same as previous goal	See previous go	al		No additional cost, same as previous goal
Scope of service: X ALL	School wide	-	Scope of service: XALL	School wide		

OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent Englis Other Subgroups:(Specify)		OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	LCAP goals are revised and impact/progress.	d consolidated to use measurable pupil outcomes to n	neasure

LCAP.				Related State and/c 4, 5, Local : Specify	
Goal Applies to: Schools: ECRCHS Applicable Pupil Subgroups: A					
Expected No student outcomes designated. Annual Measurable Outcomes:		Actual Annual Measurable Outcomes:	No student outo	comes designated.	
	LCAP Ye	ar : 2014-15			
Planned Actions/Services		Actual Actions/Services			
	Budgeted Expenditures				Estimated Actual Annual Expenditures
Increase opportunities for students to participate in performance enrichment activities such as but not limited to: elective music, arts programs, journalism, STEAM programs, robotic programs, ACADECA and computer classes.		Classes offered in performance enrichment activities included: elective music, arts programs, journalism, STEAM programs, robotic programs, ACADECA and computer classes.		\$105000	
Scope of School wide		Scope of service:	School wide		
<u>X</u> ALL		<u>X</u> ALL			

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OR: _Low Income pupilsEnglish Learners Foster YouthRedesignated fluent Englis Other Subgroups:(Specify)		OR: _Low Income pupilsEnglish Learners _Foster YouthRedesignated fluent English proficient _Other Subgroups:(Specify)	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	LCAP goals are revised and impact/progress.	d consolidated to use measurable pupil outcomes to measure	

Comment [CB]: Given how over budget you are, I suggest that language here be added to say that future budgets have now included these budgeted items because of the huge hit they are for students!

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GOAL <mark>c</mark> a	ovide opportunities for students to d <mark>reer]</mark>	evelop appropria		or college and	Related State and/o 5, 8		tl	
from prior year LCAP:					Local : Specify		d L V	
Goal Applies to	D: Schools: ECRCHS Applicable Pupil Subgroups: A	LL					g	
Expected Annual Measurable Outcomes:	No student outcomes designated.		Actual Annual Measurable Outcomes:	No student out	comes designated.			
		LCAP Yea	ar : 2014-15					
	Planned Actions/Services		Actual Ac	ctions/Services				
		Budgeted Expenditures				Estimated Actual Annual Expenditures		
None specifically identified for this goal.			students' colle in the ECRCH program, they can be measu	S comprehensive are not listed se	xills are embedded e education parately here, but utcomes related to			
Scope of service:	School wide		Scope of service:	School wide				
_X_ALL			_ <u>_X_</u> ALL					
None specifica	Ily identified for this goal.							

Comment [A]: We would like to delete this goal

Comment [CB]: The problem with leleting this goal is that it was in your CAP and this is an update on that LCAP. Ve state as such at the bottom of this oal update.

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Scope of	School wide			Scope of	School wide	
service:				service:		
<u> </u>				_X_ALL		
What changes in	actions, services,	This goal ha	as been deleted i	n the 2015-18 LC/	AP because actions, services, and	measurable
			nes are incorpora	ated into other goa	ils.	
result of reviewi	ng past progress					
and/or chan	ges to goals?					

Comment [CB]: This is the language I propose to deal with this original LCAP goal.

	GOAL absent. from prior year LCAP:								
Goal Applies to:	Schools: ECRCHS Applicable Pupil Subgroups: A	LL							
Expected Annual Measurable Outcomes:	Drop out rateChronic absenteeism rate		Actual Annual Measurable Outcomes:	Drop outChronic :	rate absenteeism rate				
		LCAP Yea	ar : 2014-15						
	Planned Actions/Services		Actual Actions/Services						
		Budgeted Expenditures				Estimated Actual Annual Expenditures			
Attendance coord	inator	\$25,000	Attendance coor	dinator		\$25,000			
Aeries software p	rogram	\$30,000	Aeries software	program		\$30,000			
Telephone Conne	ect system	\$9,000	Telephone Conn	nect system		\$9,000			
Counselors and D	eans	\$420,000 counselors \$150,000 deans	Counselors and	Deans		\$600,000 counselors \$200,000 deans			
Scope of service:	School wide		Scope of service:	School wide					
<u>X</u> ALL			<u>X</u> ALL						

OR:	OR:
Low Income pupilsEnglish Learners	Low Income pupilsEnglish Learners
Foster YouthRedesignated fluent English proficient	Foster YouthRedesignated fluent English proficient
Other Subgroups [©] Specify)	Other Subgroups [®] Specify)
OR:	OR:
Low Income pupilsEnglish Learners	Low Income pupilsEnglish Learners
Foster YouthRedesignated fluent English proficient	Foster YouthRedesignated fluent English proficient
Other Subgroups:(Specify)	Other Subgroups:(Specify)
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?LCAP goals are revised impact/progress.	d and consolidated to use measurable pupil outcomes to measure

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Original GOAL Decrease the number of suspensions from prior year LCAP: Schools: Goal Applies to: Schools: ECRCHS Applicable Pupil Subgroups:				Related State and/o 4, 6 Local : Specify	3		
Expected Annual Measurable Outcomes: Annual		Actual Annual Measurable Outcomes:	ChronicSuspens	absenteeism rate ion rate			
	LCAP Ye	ar: 2014-15					
Planned Actions/Services			Actual Ac	Actions/Services			
	Budgeted Expenditures				Estimated Actual Annual Expenditures		
Utilize attendance coordinator Utilize Aeries software program Utilize telephone Connect system Utilize counselors and Deans Utilize progressive discipline	No additional cost, same as previous goa	Utilize attendanc Utilize Aeries sof Utilize telephone Utilize counselor Utilize progressiv	tware program Connect syste s and Deans		No additional cost, same as previous goal		
Scope of service: School wide		Scope of service: X ALL	School wide		-		

Comment [CB]: Is this in a ddition to the goal above?

OR: _Low Income pupilsEnglish Learners _Foster YouthRedesignated fluent Englis _Other Subgroups⊗Specify)	sh proficient	OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups [©] Specify)	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	LCAP goals are revised and impact/progress.	consolidated to use measurable pupil outcomes to m	leasure

GÕAL an	udents will successfully complete al d/or courses that prepare students crease graduation by 2 – 5% annual	Related State and/or Local Priorities: 3, 5, 6 Local : Specify				
Goal Applies to	Schools: ECRCHS Applicable Pupil Subgroups: A	LL			· 	
Expected Annual Measurable Outcomes:	Graduation ratesA-G course completion rate		Actual Annual Measurable Outcomes:	GraduatiA-G cou	ion rates rse completion rate	
		LCAP Yea	ar : 2014-15			
	Planned Actions/Services	_		Actual Ac	ctions/Services	
		Budgeted Expenditures				Estimated Actual Annual Expenditures
Students will m minimum of two	neet with counseling staff a o times	\$0	Students met v two times	vith counseling s	staff a minimum of	\$0
Students and the Naviance program	heir parents have access to the ram	\$2,000	Students and t Naviance prog	heir parents had ram	access to the	\$2000
Provide appropriate academic support programs \$9 with full-time Intervention Coordinator		\$90,000	Employed full-time Intervention Coordinator			\$120,000
Provide summe classes for stud	er school and continuation school dents at risk	\$200,000 Summer School \$350,000 Alt Ed	Provided sumr classes for stu		continuation school	\$300k Summer School \$500k Alt Ed

Implement Guard Foster Youth (Pie	ian Scholars Program for rce College)	\$0	Implemented Gua Foster Youth (Pie	ardian Scholars Program for erce College)	\$0
Continue staff liaison with Group Homes		\$0	Continued staff liaison with Group Homes		\$0
Scope of service:	School wide		Scope of service:		
XALL OR: Low Income pupils Foster YouthR Other Subgroups:(English Learners edesignated fluent English proficient Specify)		XALL OR: Low Income pupils Foster Youth F Other Subgroups:	sEnglish Learners Redesignated fluent English proficient (Specify)	-
What changes in and expenditures result of review and/or chan	se measurable pupil outcomes to i	measure			

Original GOAL from prior year LCAP: ECRCHS will engage in effective communication with meaningful resources for support student success. Related State and/ 3, 5 Goal Applies to: Schools: ECRCHS Applicable Pupil Subgroups: ALL Expected Annual Measurable Outcomes: No student outcomes designated. Actual Annual Measurable Outcomes: No student outcomes designated.							
	LCAP Ye	ar :2014-15					
Planned Actions/Services			Actual Ac	Il Actions/Services			
	Budgeted Expenditures				Estimated Actual Annual Expenditures		
Aeries software program Connect Telephone system Parent/Leadership committees ELAC committee SST Teams School Website Parent Knowledge Nights	 Connect Parent/Le ELAC co SST Tea School V 	ms	em nittees	No additional cost to those previously listed under other goals			
Scope of service: School wide ALL		Scope of service: ALL	School wide				

OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent Englis Other Subgroups:(Specify)	sh proficient —	OR: Low Income pupilsEnglish Learners Foster YouthRedesignated fluent English proficient Other Subgroups:(Specify)	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	LCAP goals are revised and impact/progress	consolidated to use measurable pupil outcomes to m	ieasure

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Section 3: Use of Supplemental and Concentration Grant funds and Proportionality

A. In the box below, identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5).

Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496.

For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a schoolsite in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state and any local priority areas. (See 5 CCR 15496(b) for guidance.)

Total amount of Supplemental and Concentration grant funds calculated: \$898,033

ECRCHS expects to receive supplemental and concentration funds totaling \$898,033 for 2015-16. These funds will be used directly to support

teaching and learning across the school with particular attention to low-performing and unduplicated students, including English Learners, Reclassified Fluent English Proficient students, Low-Income Youth, and Students with Disabilities. **Comment [CB]:** It is not clear where this is being spent in the plan in section 2. There should be activities that identify this source of funds being spent on unduplicated students, unless your count is over 40 percent and then you can spend school wide. I am not a fiscal person but I think there is a separate revenue code for these funds that should be identified in your plan.

Comment [CB]: Need to define/describe what this 'particular attention' looks like.!!

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B. In the box below, identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a).

Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils. **Comment [CB]:** This number doesn't match.

Comment [CB]: To do so your unduplicated count needs to exceed 40 percent.

22.2 %

The services provided for our unduplicated FRL and EL population were allocated on a school-wide basis and provide for increased and improved services for these pupils in proportion to the increase in funding provided for such pupils in that LCAP year. Services for unduplicated pupils must be increased or improved by **1.66%** as compared to the services provided to all pupils in Y1, **2.24%** in Y2, and **2.54%** in Y3. This proportionality percentage is met as demonstrated by the increases in allocations.

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Attachment 1

			Mea	surable	Pupil Outc	omes Mat	rix				
		20)14-15 <mark>Act</mark>	ual Perfe	ormance M	letrics (pe	rcentages)				
Metric	Grade	Latino	America n Indian	Asian	Pacific Islander	Filipino	African American	White	SPED	EL	Foster
	1		CAAS	PP Prof	iciency and	d Above ra	ates				
ELA											
Math											
	·		EL profic	iency rat	es after 1	year at EC	CRCHS	÷	·		÷
School wide: 50	percent										
			CELDT	Progres	s after 1 ye	ear at ECF	RCHS				
School wide: 35	percent										
		E	EL reclassif	ication ra	ates after 2	2 years at	ECRCHS				
School wide: 15	percent										
		E	EL reclassif	ication ra	ates after 4	l years at	ECRCHS				
School wide: 20	percent										
<u></u>				Atte	endance ra	tes					
School wide:				<u></u>							
				Chronic	absenteeis	sm rates					
School wide:											
Orede	0	-			op out rate	es I	1				
Grade	9										
	10 11										
	12										
	12			 	spension ra	ato	1			I	
School wide				Su:							
				 	pulsion ra						

Comment [CB]: You need to fill in all data in this chart or another chart. In your original lcap you predicted how you would do this year, and you should be able to identify if you met your predicitions. I put in the info Anita sent for your current level of performance (EL) If it belongs elsewhere you should move it to the right year. IF you don't show annual improvement, that indicates hyou need to make modifications to your work/practices/expenditures like PD or concentrated efforts/ expenditures. for the coming years. This matrix contains the data you need to provide that are not contained in the charts Anita sent to me.

School wide											
CAHSEE											
School wide											
	Graduation rates									-	
School wide											

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Comment [CB]: You need to fill in all data in this chart or in different charts. Each year you should be showing growth in your numbers. If you don't meet your annual goals that should drive your actions and services by subgroup, subject, and /or grade.

			Mea	surable l	Pupil Outc	omes Mat	rix				
		2015	5-16 Antici	pated Pe	erformance	e Metrics (percentages)				
Metric	Grade	Latino	America n Indian	Asian	Pacific Islander	Filipino	African American	White	SPED	EL	Foster
		•	CAAS	SPP Prof	iciency and	d Above ra	ates				
ELA											
Math											
			EL profic	iency rat	es after 1	year at EC	CRCHS				
School wide:											
			CELDT	Progres	s after 1 ye	ear at ECF	RCHS				
School wide:											
		E	EL reclassif	ication ra	ates after 2	2 years at	ECRCHS				
School wide:											
0 1 1 1		Ŀ	EL reclassif	ication ra	ates after 4	years at	ECRCHS				
School wide:				۸ <i>4</i> 4 -		400					
Cabaal wida		1		Atte	ndance ra	tes				1	
School wide				Chronio	absenteeis	m rataa					
School wide											
				 Dr	op out rate	<u> </u>					
Grade	9										
Cidde	10										
	11										
	12										
				Sus	spension ra	ate	1				
School wide											
				Ex	pulsion ra	te					
School wide					•						
					CAHSEE						

School wide	
	Graduation rates
School wide	

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Comment [CB]: You need to fill in all data in this chart or in different charts. Each year you should be showing growth in your numbers. If you don't meet your annual goals that should drive your actions and services by subgroup, subject, and /or grade.

			Mea	surable	Pupil Outc	omes Mat	rix				
		2016	6-17 Antici	pated Pe	erformance	e Metrics (percentages)				
Metric	Grade	Latino	America n Indian	Asian	Pacific Islander	Filipino	African American	White	SPED	EL	Foster
	1		CAAS	PP Prof	iciency and	d Above ra	ates				
ELA											
Math											
			EL profic	iency rat	es after 1	year at EC	RCHS				
School wide:											
			CELDT	Progres	s after 1 ye	ear at ECF	RCHS				
School wide:											
		E	EL reclassif	ication ra	ates after 2	2 years at	ECRCHS				
School wide:											
		E	EL reclassif	ication ra	ates after 4	l years at	ECRCHS				
School wide:											
				Atte	endance ra	tes	1			1	
School wide											
		1		Chronic	absenteeis	sm rates	1	1	1	1	
School wide				_							
				Dr	op out rate	es	1				
Grade	9										
	10										
	11										
	12										
- · · · · ·	1			Sus	spension ra	ate					
School wide					<u> </u>						
<u> </u>				Ex	pulsion ra	te					
School wide					0.4.1.0.5.5						
					CAHSEE						
School wide											

School wide

Graduation rates

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Comment [CB]: You need to fill in all data in this chart or in different charts. Each year you should be showing growth in your numbers. If you don't meet your annual goals that should drive your actions and services by subgroup, subject, and /or grade.

			Mea	surable	Pupil Outc	omes Mat	rix				
		2017	7-18 Antici	pated Pe	erformance	e Metrics	(percentages))			
Metric	Grade	Latino	America n Indian	Asian	Pacific Islander	Filipino	African American	White	SPED	EL	Foster
	T. T		CAAS	SPP Prof	iciency an	d Above ra	ates		1		
ELA											
Math											
			EL profic	iency rat	es after 1	year at EC	CRCHS				
School wide:											
			CELDT	Progres	s after 1 y	ear at ECF	RCHS				
School wide:			_, , ,								
<u> </u>		Ŀ	EL reclassif	ication ra	ates after 2	2 years at	ECRCHS				
School wide:			-1			4					
School wide:		1	EL reclassif	ication ra	ates after 4	+ years at	ECRUHS				
				۵tte	endance ra	tos					
School wide											
				Chronic	absenteeis	sm rates					
School wide											
				Dr	op out rate	es					
Grade	9										
	10										
	11										
	12										
				Sus	spension r	ate					
School wide											
				Ex	cpulsion ra	te					
School wide											
					CAHSEE						

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School wide	
	Graduation rates
School wide	

	Metri	cs for	AP Ex	ams w	ith 3 c	or Abc	ove		
Metric	for U	C A-G	Passa	ige Rat	es wit	h a C	or Ab	ove	
	Analy	Update: /sis of Baseline:	w	Related State and Local Priorities					
Description of Metric	2013-2014		2014-2015		2015-2016		2016-2017		
	Number of Exams Taken	Percent of Exams Passed	Number of Exams Taken	Percent of Exams Passed	Number of Exams Taken	Percent of Exams Passed	Number of Exams Taken	Percent of Exams Passed	
	Pa	ssage Ra	tes: Amei	rican India	n/Alaska	Native	<u> </u>		1
AP Exams (Percent with 3 or more)	8	62.5%							2,4,8
ELA/Math/History/Science	When avai subgroup	lable, data w	vill show base	line and perce	nt increase in	proficiency	school wide	and by	2,4,8
University of CA A-G course passage rate of C or better	Grade 9								
ELA	6	100%							2,4,8
Math	4	100%							2,4,8
Social Science	1	100%							2,4,8
Science	1	100%							2,4,8

Comment [CB]: You need to fill in all data in this chart. The plan should show the improvements year over year you are anticipating. If you don't meet your goals that should drive your actions and services by subgroup, subject, and /or grade.

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Arts	3	66.7%						2,4,8
University of CA A-G course passage rate of C or better	Grade 10					•		
ELA	8	87.5%						2,4,8
Math	8	87.5%						2,4,8
Social Science	8	50.0%						2,4,8
Science	8	87.5%						2,4,8
Arts	2	50.0%						2,4,8
University of CA A-G course passage rate of C or better	Grade 11			I	1		1 1	I
ELA	9	77.8%						2,4,8
Math	7	42.9%						2,4,8
Social Science	7	100.0%						2,4,8
Science	9	100.0%						2,4,8
Arts	5	100.0%						2,4,8
University of CA A-G course passage rate of C or better	Grade 12						· · ·	
ELA	9	100.0%						2,4,8
Math	4	75.0%						2,4,8
Social Science	6	66.7%						2,4,8
Science	7	100.0%						2,4,8
Arts	3	100.0%						2,4,8
Pas	sage Rat	es: All A	sian and I	Pacific Isla	nder /Ha	waiian /s	Samoan	
AP Exams (Percent with 3 or more)	392	70.7%						2,4,8
ELA/Math/History/Science	When avai	lable, data v	ill show base	line and perce	nt increase i	n proficiency	school wide and by	2,4,8
	subgroup							
University of CA A-G course passage rate of C or better	Grade 9							
ELA	148	86.5%						2,4,8
Math	142	88.7%						2,4,8
Social Science	53	98.1%						2,4,8

Science	70	95.7%							2,4,8
Arts	53	94.3%							2,4,8
University of CA A-G course passage rate of C or better	Grade 10	1	I	1	I	1		1	1
ELA	136	89.7%							2,4,8
Math	134	72.4%							2,4,8
Social Science	121	81.0%							2,4,8
Science	126	80.2%							2,4,8
Arts	26	96.2%							2,4,8
University of CA A-G course passage rate of C or better	Grade 11			·					·
ELA	168	89.9%							2,4,8
Math	147	72.1%							2,4,8
Social Science	156	85.9%							2,4,8
Science	159	88.1%							2,4,8
Arts	58	94.8%							2,4,8
University of CA A-G course passage rate of C or better Grade 12	Grade 12								
ELA	181	96.1%							2,4,8
Math	113	84.1%							2,4,8
Social Science	122	92.6%							2,4,8
Science	98	93.9%							2,4,8
Arts	89	95.5%							2,4,8
		Passage	Rates: Bla	ack or Afri	can Amer	ican			
AP Exams (Percent with 3 or more)	58	67.2%							2,4,8
ELA/Math/History/Science									2,4,8
University of CA A-G course passage rate of C or better	Grade 9								
ELA	64	84.4%							2,4,8

Math	59	72.9%						2,4,8
Social Science	17	94.1%						2,4,8
Science	21	95.2%						2,4,8
Arts	34	85.3%						2,4,8
University of CA A-G course passage rate of C or better	Grade 10			•		•	· · · ·	
ELA	83	77.1%						2,4,8
Math	84	54.8%						2,4,8
Social Science	76	71.1%						2,4,8
Science	84	66.7%						2,4,8
Arts	12	75.0%						2,4,8
University of CA A-G course passage rate of C or better	Grade 11			•		•	I	
ELA	86	83.7%						2,4,8
Math	65	56.9%						2,4,8
Social Science	73	84.9%						2,4,8
Science	76	73.7%						2,4,8
Arts	22	95.5%						2,4,8
University of CA A-G course passage rate of C or better	Grade 12			•	•	•	· ·	
ELA	69	87.0%						2,4,8
Math	26	84.6%						2,4,8
Social Science	53	90.6%						2,4,8
Science	29	89.7%						2,4,8
Arts	41	95.1%						2,4,8
	Passage	Rates: C)ther His	panic, Lati	no, or Lat	in Ameri	can	·
AP Exams (Percent with 3 or more)	584	71.7%						2,4,8
ELA/Math/History/Science	When avail	able, data w	ill show bas	eline and perce	nt increase in	proficiency	school wide and	l by
	subgroup							
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University of CA A-G course passage rate of C or better	Grade 9							
ELA	252	75.0%						2,4,8
Math	237	66.7%						2,4,8
Social Science	79	78.5%						2,4,8
Science	63	85.7%						2,4,8
Arts	115	87.8%						2,4,8
University of CA A-G course passage rate of C or better	Grade 10							
ELA	267	80.5%						2,4,8
Math	265	54.7%						2,4,8
Social Science	224	74.6%						2,4,8
Science	252	70.6%						2,4,8
Arts	35	88.6%						2,4,8
University of CA A-G course passage rate of C or better	Grade 11			-		· ·		-
ELA	270	80.7%						2,4,8
Math	204	67.2%						2,4,8
Social Science	260	83.1%						2,4,8
Science	258	74.8%						2,4,8
Arts	109	93.6%						2,4,8
University of CA A-G course passage rate of C or better	Grade 12							
ELA	253	90.5%						2,4,8
Math	93	74.2%						2,4,8
Social Science	198	89.4%						2,4,8
Science	112	90.2%						2,4,8
Arts	81	96.3%						2,4,8
	·		Passage	e Rates: W	hite			
AP Exams (Percent with 3 or more)	542	79.9%						2,4,8
ELA/Math/History/Science	When availa	able, data w	ill show bas	eline and perce	ent increase	in proficiency sc	nool wide and by	

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	subgroup							
University of CA A-G course passage rate of C or better	Grade 9							
ELA	455	86.6%						2,4,8
Math	435	83.9%						2,4,8
Social Science	111	89.2%						2,4,8
Science	197	92.4%						2,4,8
Arts	218	90.4%						2,4,8
University of CA A-G course passage rate of C or better	Grade 10							-
ELA	411	83.5%						2,4,8
Math	404	72.8%						2,4,8
Social Science	375	84.5%						2,4,8
Science	376	80.6%						2,4,8
Arts	78	92.3%						2,4,8
University of CA A-G course passage rate of C or better	Grade 11						·	·
ELA	483	86.6%						2,4,8
Math	360	72.8%						2,4,8
Social Science	468	89.7%						2,4,8
Science	440	86.8%						2,4,8
Arts	186	95.7%						2,4,8
University of CA A-G course passage rate of C or better	Grade 12			· · · · · ·			·	
ELA	455	92.7%						2,4,8
Math	182	83.5%						2,4,8
Social Science	342	91.2%						2,4,8
Science	174	91.4%						2,4,8
Arts	220	97.3%						2,4,8
	Passa	ge Rate	s: Socioe	conomical	ly Disadv	antaged	•	
University of CA A-G course passage rate of C or better	Grade 9	_			-	-		
ELA								2,4,8

Math						2,4,8
Social Science						2,4,8
Science						2,4,8
Arts						2,4,8
University of CA A-G course passage rate of C or better	Grade 10				·	
ELA						2,4,8
Math						2,4,8
Social Science						2,4,8
Science						2,4,8
Arts						2,4,8
University of CA A-G course passage rate of C or better	Grade 11		-			
ELA						2,4,8
Math						2,4,8
Social Science						2,4,8
Science						2,4,8
Arts						2,4,8
University of CA A-G course passage rate of C or better	Grade 12				·	
ELA						2,4,8
Math						2,4,8
Social Science						2,4,8
Science						2,4,8

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Comment [CB]: You need to fill in all data in this chart. The plan should show the improvements year over year you are anticipating. If you don't meet your goals that should drive your actions and services by subgroup, subject, and /or grade.

		M	etric fo	r EAP Re	esults						
	Annual U Analys Progress B 2013-2	is of aseline:	w	What will be different/improved for students? (based on identified metric)							
Description of Metric	2013 1	.014	2014	-2015	2015-	2016	2016	5-2017			
	Number of Students Tested	Percent Ready for College	Number of Students Tested	Percent Ready for College	Number of Students Tested	Percent Ready for College	Number of Students Tested	Percent Ready for College			
	•	Pa	assage Ra	tes: Schoo	olwide	•	•	•	1		
College English									2,4,8		
Students Tested	833								2,4,8		
Ready for College	272	33%									
Ready for College - Conditional	117	14%							2,4,8		
College Mathematics (Algebra II)									2,4,8		
Students Tested	222								2,4,8		
Ready for College	16	7%							2,4,8		
Ready for College - Conditional	57	26%									
College Mathematics (Summative High School Mathematics)									2,4,8		
Students Tested	213								2,4,8		
Ready for College	63	30%							2,4,8		
Ready for College - Conditional	142	67%							2,4,8		
	Pas	sage Ra	tes: Amer	ican India	n/Alaska	Native					
College English									2,4,8		
Students Tested	7								2,4,8		

Attachment 2

Ready for College		NA						
Ready for College - Conditional		NA						2,4,8
College Mathematics (Algebra II)	ı				•		1	2,4,8
Students Tested	2							 2,4,8
Ready for College		NA						2,4,8
Ready for College - Conditional		NA						
College Mathematics (Summative High School Mathematics)				•	•	•		2,4,8
Students Tested	2							2,4,8
Ready for College		NA						2,4,8
Ready for College - Conditional		NA						 2,4,8
Pass	sage Rate	s: All As	ian and	Pacific Isla	nder /Hav	waiian /S	amoan	
College English								2,4,8
Students Tested	154	44%						2,4,8
Ready for College	67	16%						
Ready for College - Conditional	25	16%						2,4,8
College Mathematics (Algebra II)				•	•	•		2,4,8
Students Tested	34							2,4,8
Ready for College	3	9%						2,4,8
Ready for College - Conditional	6	18%						
College Mathematics (Summative High School Mathematics)				•	•	•		2,4,8
Students Tested	60							2,4,8
Ready for College								2,4,8
Ready for College - Conditional								2,4,8
	P	assage	Rates: Bl	ack or Afri	can Amer	ican		
College English								2,4,8
Students Tested	61							2,4,8
Ready for College	15	25%						
Ready for College - Conditional	8	13%				Ī		2,4,8
College Mathematics (Algebra II)								2,4,8

Students Tested	23					2,4,8
Ready for College	2	9%				2,4,8
Ready for College - Conditional	4	17%				
College Mathematics (Summative High School Mathematics)			·		· ·	2,4,8
Students Tested	3					2,4,8
Ready for College	NA	NA				2,4,8
Ready for College - Conditional	NA	NA				2,4,8
	Passage R	Rates: O	ther Hispanic, L	atino, or Lat	in American	
College English						2,4,8
Students Tested	218					2,4,8
Ready for College	45	21%				
Ready for College - Conditional	22	10%				2,4,8
College Mathematics (Algebra II)			•	•		2,4,8
Students Tested	63					2,4,8
Ready for College	3	5%				2,4,8
Ready for College - Conditional	17	27%				
College Mathematics (Summative High School Mathematics)						2,4,8
Students Tested	34					2,4,8
Ready for College	4	12%				2,4,8
Ready for College - Conditional	26	76%				2,4,8
			Passage Rates:	White		
College English						2,4,8
Students Tested	398					2,4,8
Ready for College	146	37%				
Ready for College - Conditional	61	15%				2,4,8
College Mathematics (Algebra II)						2,4,8
Students Tested	97					2,4,8
Ready for College	8	8%				2,4,8
Ready for College - Conditional	27	28%				

College Mathematics (Summative High School Mathematics)							2,4,8
Students Tested	106						2,4,8
Ready for College	29	27%					2,4,8
Ready for College - Conditional	74	70%					2,4,8
	Passa	ge Rate	s: Socioecono	mically Disac	lvantaged	· · · · ·	•
College English							2,4,8
Students Tested	187						2,4,8
Ready for College	51	27%					
Ready for College - Conditional	23	12%					2,4,8
College Mathematics (Algebra II)	•		•	•	•	•	2,4,8
Students Tested	36						2,4,8
Ready for College	1	3%					2,4,8
Ready for College - Conditional	10	28%					
College Mathematics (Summative High School Mathematics)			L	·	•	· · ·	2,4,8
Students Tested	45						2,4,8
Ready for College	9	20%					2,4,8
Ready for College - Conditional	35	78%					2,4,8
	Pa	assage	ates: Student	ts With Disab	oilities		
College English							2,4,8
Students Tested	70						2,4,8
Ready for College	2	3%					2,4,8
Ready for College - Conditional	4	6%					2,4,8
College Mathematics (Algebra II)							2,4,8
Students Tested	10						2,4,8
Ready for College	NA	NA					2,4,8
Ready for College - Conditional	NA	NA					2,4,8
College Mathematics (Summative High School Mathematics)							2,4,8
Students Tested	1						2,4,8
Ready for College	NA	NA					2,4,8

Page 104 of 113

Ready for College - Conditional	NA	NA						2,4,8
P	assage Ra	tes: Red	lassified	Fluent-En	glish Prof	icient (R	-FEP)	
College English								2,4,8
Students Tested	124							2,4,8
Ready for College	28	23%						2,4,8
Ready for College - Conditional	21	17%						2,4,8
College Mathematics (Algebra II)								2,4,8
Students Tested	37							2,4,8
Students Tested	0	0%						2,4,8
Ready for College - Conditional	9	24%						2,4,8
College Mathematics (Summative High School Mathematics)								2,4,8
Students Tested	36							2,4,8
Ready for College	11	31%						2,4,8
Ready for College - Conditional	24	67%						2,4,8

Comment [CB]: You need to fill in all data in this chart. The plan should show the improvements year over year you are anticipating. If you don't meet your goals that should drive your actions and services by subgroup, subject, and /or grade.

			SAT, I	PSAT, A	СТ				
Description of Metric	Annual L Analys Progress B	sis of	w	Related State and Local Priorities					
	2013-2	2013-2014		2014-2015		2015-2016		-2017	
	Number of Tests Taken	Average (Mean) Score	Number of Tests Taken	Average (Mean) Score	Number of Tests Taken	Average (Mean) Score	Number of Tests Taken	Average (Mean) Score	
	I	Pas	ssage Ra	tes: Scho	olwide	1	1	<u> </u>	
SAT									

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Math		524				2,4,	8
Writing		543				2,4,	
Reading		526				2,4,	
PSAT		I	•	I	- I I		
Math						2,4,	8
Writing						2,4,	
Reading						2,4,	
ACT	Overall 24.3	•					
English						2,4,	8
Math						2,4,	
Reading						2,4,	
Science						2,4,	
College Prep						2,4,	
	Passa	ge Rate	: American	Indian/Al	aska Native	· · ·	
SAT							
Number of Tests Taken	17						
Math		528				2,4,	8
Writing		476				2,4,	
Reading		469				2,4,	
PSAT			•	•	•		
Number of Tests Taken	28						
Math		48				2,4,	8
Writing		45				2,4,	
Reading		46				2,4,	
ACT		•	·	•			
Number of Tests Taken	2						
English		25	İ			2,4,	8
Math		26				2,4,	
Reading		26				2,4,	
Science		21				2,4,	
College Prep		25				2,4,	

		P	assage Rat	es: All Asia	n		
SAT							
Number of Tests Taken	316						
Math		583				2,4,8	
Writing		530				2,4,8	
Reading		526				2,4,8	
PSAT							
Number of Tests Taken	670						
Math		52				2,4,8	
Writing		47				2,4,8	
Reading		48				2,4,8	
ACT							
Number of Tests Taken	144						
English		24				2,4,8	
Math		27				2,4,8	
Reading		23		İ		2,4,8	
Science		24				2,4,8	
College Prep		25					
	Pa	ssage R	ates: Black	or African	American	· ·	
SAT							
Number of Tests Taken	86						
Math		462				2,4,8	
Writing		505				2,4,8	
Reading		510				2,4,8	
PSAT			· · · · ·	÷	•	·	
Number of Tests Taken	191						
Math		43		İ		2,4,8	
Writing		43				2,4,8	
Reading		44				2,4,8	
ACT							

Number of Tests Taken	47				
English		25			2,4,8
Math		24			2,4,8
Reading		26			2,4,8
Science		24			2,4,8
College Prep		25			2,4,8
	Passag	e Rates:	awaiian or Other P	acific Islander	
SAT					
Number of Tests Taken	5				
Math		452			2,4,8
Writing		434			2,4,8
Reading		474			2,4,8
PSAT			· · ·		
Number of Tests Taken	12				
Math		50			2,4,8
Writing	1	51			2,4,8
Reading		56			2,4,8
ACT					
Number of Tests Taken	2				
English		NA			2,4,8
Math		NA			2,4,8
Reading		NA			2,4,8
Science		NA			2,4,8
College Prep		NA			2,4,8
		Pas	ge Rates: All Hispai	nic	· · ·
SAT					
Number of Tests Taken	272				
Math	1	488			2,4,8
Writing	1	480			2,4,8
Reading		489			2,4,8
PSAT	'	I	· · · · ·		

Number of Tests Taken	688					
Math		45				2,4,8
Writing		43				2,4,8
Reading		44				2,4,8
ACT						
Number of Tests Taken	126					
English		21				2,4,8
Math		23				2,4,8
Reading		23				2,4,8
Science		22				2,4,8
College Prep		22				2,4,8
		Pas	sage Rate	s: White		
SAT						
Number of Tests Taken	388					
Math		553				2,4,8
Writing		532				2,4,8
Reading		527				2,4,8
PSAT						
Number of Tests Taken	1073					
Math		50				2,4,8
Writing		47				2,4,8
Reading		48				2,4,8
ACT						
Number of Tests Taken	292					
English	1 1	25				2,4,8
Math		25		İ		2,4,8
Reading		24				2,4,8
		24				2,4,8
Science				i	· · ·	

Number of Tests Taken	196				
Math		518			2,4,8
Writing		497			2,4,8
Reading		497			2,4,8
PSAT					
Number of Tests Taken	70				
Math		45			2,4,8
Writing		44			2,4,8
Reading		45			2,4,8
ACT					
Number of Tests Taken	110				
English		23			2,4,8
Math		25			2,4,8
Reading		23			2,4,8
Science		23			2,4,8
College Prep		23			2,4,8
	Ра	ssage Ra	tes: Students Witł	h Disabilities	
SAT					2,4,8
Number of Tests Taken	16				2,4,8
Math		429			2,4,8
Writing		373			2,4,8
Reading		388			2,4,8
PSAT					2,4,8
Number of Tests Taken	95				2,4,8
Math		40			2,4,8
Writing		37			2,4,8
Reading		38			2,4,8
АСТ					2,4,8
Number of Tests Taken	12				2,4,8
English		18			2,4,8
Math		20			2,4,8

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Comment [CB]: You need to fill in all data in this chart. The plan should show the improvements year over year you are anticipating. If you don't meet your goals that should drive your actions and services by subgroup, subject, and /or grade.

2,4,8

								, , =
Science		21						2,4,8
College Prep		20						2,4,8
Pa	issage Rat	es: Recl	assified	Fluent-E	nglish Pro	oficient (F	R-FEP)	
SAT								2,4,8
Number of Tests Taken								2,4,8
Math								2,4,8
Writing								2,4,8
Reading								2,4,8
PSAT								2,4,8
Number of Tests Taken								2,4,8
Math								2,4,8
Writing								2,4,8
Reading								2,4,8
АСТ								2,4,8
Number of Tests Taken								2,4,8
English								2,4,8
Math								2,4,8
Reading								2,4,8
Science								2,4,8
College Prep								2,4,8

20

Reading

Physical Fitness for 9th Graders

Description of Metric Number of Physical Fitness	Annual Update: Analysis of Progress Baseline:	What will be ((bas	Related State and Local Priorities		
Areas Meeting the Healthy Fitness Zone	2013-2014	2014-2015	2015-2016	2016-2017	Local Thomaco

	Number of Grade 9 Student s Tested	Percent of Student s Passed in Grade 9	Number of Exams Taken	Percent of Exams Passed	Number of Exams Taken	Percent of Exams Passed	Number of Exams Taken	Percent of Exams Passed	
	Pas	ssage Ra	tes: Ame	rican India	n/Alaska	Native		•	•
6 of 6 fitness standards	4	NA							2,4,8
5 of 6 fitness standards	1	NA							
4 of 6 fitness standards	2	NA							
3 of 6 fitness standards	0	NA							2,4,8
2 of 6 fitness standards	0	NA							2,4,8
1 of 6 fitness standards	0	NA							2,4,8
0 of 6 fitness standards	0	NA							2,4,8
Total tested	7	NA							2,4,8
	Passage Rat	es: All A	sian and	Pacific Isla	nder /Ha	waiian /S	Samoan		
6 of 6 fitness standards	60	45.5%							2,4,8
5 of 6 fitness standards	39	29.5%							
4 of 6 fitness standards	12	9.1%							
3 of 6 fitness standards	13	9.8%							
2 of 6 fitness standards	7	5.3%							2,4,8
1 of 6 fitness standards	1	0.8%							2,4,8
0 of 6 fitness standards	0	0							2,4,8
Total tested	132	100%							2,4,8
		Passage	Rates: Bl	ack or Afri	can Amei	rican			
6 of 6 fitness standards	50	59.5%							2,4,8
5 of 6 fitness standards	16	19.0%							
4 of 6 fitness standards	14	16.7%							2,4,8
3 of 6 fitness standards	4	4.8%							2,4,8

2 of 6 fitness standards	0	0						2,4,8
1 of 6 fitness standards	0	0						2,4,8
0 of 6 fitness standards	0	0						2,4,8
Total tested	84	100%						2,4,8
	Passage	Rates:	Other Hispa	anic, Latin	no, or Lat	in Ameri	can	
6 of 6 fitness standards	117	44.0%						2,4,8
5 of 6 fitness standards	71	26.7%						
4 of 6 fitness standards	48	18.0%						2,4,8
3 of 6 fitness standards	22	8.3%						2,4,8
2 of 6 fitness standards	6	2.3%						2,4,8
1 of 6 fitness standards	2	0.8%						2,4,8
0 of 6 fitness standards	0	0						2,4,8
Total tested	266	100%						2,4,8
			Passage F	Rates: Wh	nite			
6 of 6 fitness standards	203	51.9%						2,4,8
5 of 6 fitness standards	100	25.6%						2,4,8
4 of 6 fitness standards	41	10.5%						
3 of 6 fitness standards	36	9.2%						2,4,8
2 of 6 fitness standards	8	2.0%						2,4,8
1 of 6 fitness standards	1	0.3%						2,4,8
0 of 6 fitness standards	2	.05%						2,4,8
Total tested	391	100%						2,4,8
	Passa	nge Rat	es: Socioec	onomical	ly Disadv	antaged		
6 of 6 fitness standards	114	41.6%						2,4,8
5 of 6 fitness standards	70	25.5%						
4 of 6 fitness standards	44	16.1%						2,4,8
3 of 6 fitness standards	34	12.4%						2,4,8
2 of 6 fitness standards	10	3.6%						2,4,8
1 of 6 fitness standards	1	0.4%						2,4,8
0 of 6 fitness standards	1	.04%						2,4,8

Total tested	274	100%				

Coversheet

Common Core Budget Amendment

Section:III. FinancialItem:B. Common Core Budget AmendmentPurpose:VoteSubmitted by:ECRCHS CCSS Expenditure Plans v052015.doc

El Camino Real Charter High School BOARD ACTION ITEM

/ 20, 2015
RCHS Board
shall Mayotte, CPA ef Business Officer
nmon Core State Standards (CCSS) Implementation Funding ended)
r

BACKGROUND

– 4

Assembly Bill (AB) 86 (Chapter 48, Statutes of 2013), Section 85, appropriates \$1.25 billion (approximately \$200 per prior year enrollment) in the 2013-2014 school year to support the integration of academic content standards in instruction adopted pursuant to various *Education Code* sections.

CCSS implementation funds can be expended for any of the following purposes:

- Professional development for teachers, administrators, and paraprofessional educators or other classified employees involved in the direct instruction of pupils that is aligned to the academic content standards adopted
- Instructional materials aligned to the academic content standards including, but not limited to, supplemental instructional materials
- Integration of these academic content standards through technologybased instruction for purposes of improving the academic performance of pupils, including, but not necessarily limited to, expenditures necessary to support the administration of computer-based assessments and provide high-speed, high-bandwidth Internet connectivity for the purpose of administration of computer-based assessments

As a condition of receiving CCSS implementation funds, the District, is required to:

- Develop and adopt a plan delineating how the CCSS implementation funds will be spent. The plan must be explained in a public meeting of the governing board of the school district and then be adopted in a subsequent public meeting
- Report detailed expenditure information to the California Department of Education (CDE) on or before July 1, 2015, including, but not limited to,

specific purchases made and the number of teachers, administrators, or paraprofessional educators that received professional development

The funds may be spent in 2013-14 and 2014-15.

CURRENT CONSIDERATIONS:

ECRCHS's goal is to administer the common core state assessments through computers and is in need of building the necessary infrastructure and devices, as well as providing professional development for the use of these devices.

CHARTER (FUND 09):

Proposed Expenditures	Estimated Cost
Site Specific Technology	\$ 442,645
Staff Development	\$ 20,000
Instructional Materials	\$ 294,180
Total Expenditures	\$ 756,825

El Camino Real Charter High School requests the approval of the following estimated expenditures for the Common Core State Standards Implementation Funding. (School District/County Office of Education/Charter School)

Common Core State Standards Spending Plan For the 2013-14 and 2014-15 Fiscal Years

<u>Background</u>

The enacted State Budget for 2013-14 provides one-time funds to local educational agencies to support the activities required to implement the federal Common Core State Standards that California has adopted. These new standards are required to be in place for the 2014-15 academic year. There are a number of activities that we have already undertaken, and continue to undertake, to prepare for this implementation. This new funding is provided specifically to support these activities:

- Professional Development for certificated and classified employees involved in the direct instruction of pupils using the Common Core State Standards
- □ Instructional materials and supplemental instructional materials aligned to the Common Core State Standards
- □ Technology equipment and infrastructure to provide technology-based instruction using Common Core State Standards and to implement computer-based student assessments

The funds must be spent by July 1, 2015. As a condition of receiving the funds, a spending plan for the funds must be presented at a public meeting of the governing board and then approved at a subsequent public meeting of the governing board. What follows is the proposed spending plan for the Common Core State Standards funding that we will be receiving.

<u>Funding</u>

The estimated amount of one-time funds to be received for this purpose is \$756,825.

<u>Uses</u>

We plan to use the funds during 2013-14 and 2014-15 in the following manner:

- □ Provide in-services for certificated and classified classroom staff on the new content standards and to develop curriculum aligned to the new standards
- □ Adopt and purchase current standards-aligned instructional materials for English language arts and mathematics
- □ Upgrade the technology infrastructure to provide Internet access and meet Smarter Balanced Technology Strategy Framework and System Requirements Specifications
- □ Purchase additional computers and software for technology-based instruction
- Etc.

Coversheet

Consolidated Application

Section: Item: Purpose: Submitted by: Related Material: III. Financial C. Consolidated Application Vote

ConApp Spring 2014-15_El Camino.pdf

California Department of Education

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Ex ED Date: 6/3/2015 4:46 PM

2013-14 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2013 through June 30, 2015.

CDE Program Contact:

Jackie Rose, Title II Leadership, jrose@cde.ca.gov, 916-322-9503

2013-14 Title II, Part A entitlement	\$5,989
Professional Development Expenditures	
Professional development for teachers	\$5,989
Professional development for administrators	
Subject matter project	
Other professional development expenditures	

Exams and Test Preparation Expenditures

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

Recruitment, Training, and Retaining Expenditures

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$5,989
General Comment	
(Maximum 500 characters)	

Warning The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Report Date:6/3/2015

R02

California Department of Education

El Camino Real Charter High (19 64733 1932623)

Consolidated Application

Status: Certified Saved by: Ex ED Date: 6/3/2015 4:46 PM

2014-15 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

CDE Program Contact:

Nancy Bodenhausen, Title I Policy & Program Guidance, <u>NBodenhausen@cde.ca.gov</u>, 916-445-4904 Lana Zhou, Title I Policy & Program Guidance, <u>Izhou@cde.ca.gov</u>, 916-319-0956

District Parental Involvement Certification

Each LEA shall develop jointly with, agree on with, and distribute to parents of Title I children, a written Title I parental involvement policy (ESEA Section 1118(a)). The policy describes how the LEA will:

 a) Involve parents in the joint development of the LEA Plan and the processes of school review and improvement for program improvement schools under ESEA Section 1116;

b) Help schools to plan and implement effective parental involvement activities to improve student academic achievement and school performance;

c) Build the schools' and parents' capacity for strong parental involvement;

d) Coordinate and integrate parental involvement strategies under Part A and under other programs as specified;

e) Conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy and use the findings of the evaluation to design more effective parental involvement; and

f) Involve parents in the activities of the Title I schools.

Does the district have a written parental involvement policy Yes

LEA policy compliance

Does your current Title I district level parental involvement policy meet the above criteria

Annual evaluation date

03/25/2015

Yes

Warning

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El Camino Real Charter High School - Board Meeting - Agenda - Wednesday June 17, 2015 at 4:00 PM California Department of Education

El Camino Real Charter High (19 64733 1932623)

Consolidated Application

Status: Certified Saved by: Ex ED Date: 6/3/2015 4:46 PM

2014-15 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

Annual Evaluation

The Parent Involvement Policy was developed jointly and approved by parents, teachers and administrators and distributed to all parents of participating students, teachers and to our community. This policy is updated annually in School Site Council (SSC) with parental, teacher and administrative collaboration Meetings shall be offered at convenient dates and times and child care will be provided to facilitate attendance by parents in a language the parents can understand.

Describe the involvement of parents during the policy evaluation process. If no evaluation occurred or if the evaluation date is not within the allowable range, provide an explanation why. (Maximum 500 characters)

Parent Involvement Allocation

"The school will provide opportunities for regular meetings where parents may offer suggestions and ask questions regarding Title I policies and programs. If the Title I plan is not satisfactory to the parents, submit any parent comments on the school's plan when it is submitted and provide timely response to parents' suggestions and questions

Describe parent involvement in decisions on the use of parental involvement setaside. (Maximum 500 characters)

District Parental Involvement Contact Information

Parental Involvement contact name	Lisa Ring
Contact title	Asst Principal
Contact email address	l.ring@ecrchs.net
(format abc@xyz.zyx)	
Contact telephone number	818-888-7050
(format 999-999-9999)	

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California Department of Education

El Camino Real Charter High (19 64733 1932623)

Consolidated Application

Status: Certified Saved by: Ex ED Date: 6/9/2015 4:34 PM

2014-15 Title I, Part A School Funded Staff Report

To collect school level data, as required by ESEA, about teachers and instructional paraprofessionals in Title I, Part A programs.

CDE Program Contact:

Jane Liang, District Innovation and Improvement Office, <u>jliang@cde.ca.gov</u>, 916-319-0259 Jacqueline Matranga, District Innovation and Improvement Office, <u>jmatranga@cde.ca.gov</u>, 916-445-4905

School Name	School Code	Public	Authorized SWP	Part A	ESEA	Title I, Part A Funded Teachers Count (0.00)	Funded FTE	ESEA Qualified FTE Paraprofessionals Count (0.00)	ESEA Qualified FTE Paraprofessionals %	Title I, Part A Funded Administrators Count (0.00)	Title I, Part A Funded Support Staff Count (0.00)	Other Title I, Part A Funded Staff Count (0.00)
El Camino Real Charter High	1932623	Y	Ν	6	0	6	0	0		0	0	0

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California Department of Education

Consolidated Application

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Ex ED Date: 6/9/2015 4:34 PM

2014-15 Title I, Part A School Program Improvement Activities

Per ESEA Section 1116, LEAs must report school level Program Improvement (PI) activities related to Title I, Part A. This includes, but is not limited to, student participation and PI compliance activities based on the number of years a school is in PI status.

CDE Program Contact:

Jacqueline Matranga, District Innovation and Improvement Office , <u>jmatranga@cde.ca.gov</u>, 916-445-4905 Mindi Yates, Title I Policy & Program Guidance, <u>myates@cde.ca.gov</u>, 916-319-0789

El Camino Real Charter High (19 64733 19647331932623)

PI Year	2
Number of students in PI school who applied for public school choice provisions of ESEA Section 1116	0
Number of new and continuing students who transferred under ESEA	0
Number of new and continuing students who transferred under state or local choice programs	0
Number of students who applied for SES	0
Number of students who received SES	0
PI Activities Exception Comment	No students applied for SES services.
Additional Comments (Maximum 500 characters)	

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California Department of Education

Consolidated Application

El Camino Real Charter High (19 64733 1932623)

2014-15 Title I, Part A Program Improvement Expenditures and Reallocation Criteria

Report of end-of-year expenditures for Title I, Part A Program Improvement funds and LEA reallocation criteria.

CDE Program Contact:

Jacqueline Matranga, District Innovation and Improvement Office, <u>jmatranga@cde.ca.gov</u>, 916-445-4905 Jane Liang, District Innovation and Improvement Office, <u>jliang@cde.ca.gov</u>, 916-319-0259

Entitlement after transfers	\$247,516
Program Improvement set aside	\$49,503
(Amount equivalent to 20% of 2014-15 Title I, Part A entitlement plus transfers in.)	
Maximum allowable Parent Outreach	\$495
(Amount equivalent to .2% of 2014-15 Title I, Part A entitlement plus transfers in or 1% of the 20% Program Improvement set aside.)	

Expenditures and Encumbrances

-	
Choice transportation using Title I Part A funds	\$0
Choice transportation using non-Title I Part A funds	\$0
SES using Title I Part A funds	\$0
SES using non-Title I Part A funds	\$0
Parent Outreach using Title I Part A funds	\$0
Parent Outreach using non-Title I Part A funds	\$0
Total expenditures and encumbrances using Title I Part A funds	\$0
Total expenditures and encumbrances using non-Title I Part A funds	\$0
Amount of Program Improvement set aside unspent	\$49,503
Choice Explanation Required	
An explanation is required if total Title I and non-Title I Choice transportation expenditures and encumbrances equals zero.	LEA has only one school at the grade level or LEA's schools are in program improvement, corrective action, or restructuring and contacted neighboring LEA's but not able to establish interdistrict transfer agreement(s)
Expenditure comment	No requests were received for choice transportation or SES.
An explanation is required if no program improvement expenditures or encumbrances have occurred. (Maximum 500 characters)	
General comments	
(Maximum 500 characters)	

Reallocation Exemption

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Report Date:6/3/2015

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California Department of Education

Consolidated Application

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Ex ED Date: 6/3/2015 4:46 PM

2014-15 Title I, Part A Program Improvement Expenditures and Reallocation Criteria

Report of end-of-year expenditures for Title I, Part A Program Improvement funds and LEA reallocation criteria.

CDE Program Contact:

Jacqueline Matranga, District Innovation and Improvement Office, jmatranga@cde.ca.gov, 916-445-4905 Jane Liang, District Innovation and Improvement Office, jliang@cde.ca.gov, 916-319-0259

The exemptions below are only applicable if the LEA did not meet its 20% Program Improvement obligation (the amount of Program Improvement set aside unspent is greater than zero).

Provided Choice and or SES to all eligible students using less than the 20% obligation	Yes
The LEA has not been able to establish interdistrict transfer agreements, and the LEA could not offer SES because it was not served by any approved providers including online providers	

California Department of Education

Consolidated Application

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Ex ED Date: 6/3/2015 4:46 PM

2014-15 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2014 through June 30, 2015.

CDE Program Contact:

Jackie Rose, Title II Leadership, jrose@cde.ca.gov, 916-322-9503

2014-15 Title II, Part A entitlement	\$7,243
Professional Development Expenditures	
Professional development for teachers	\$7,243
Professional development for administrators	
Subject matter project	
Other professional development expenditures	
Exams and Test Preparation Expenditures	
Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	
Recruitment, Training, and Retaining Expenditures	
Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	
Miscellaneous Expenditures	
Class size reduction	
Administrative and indirect costs	
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$7,243
General Comment	
(Maximum 500 characters)	

California Department of Education

Consolidated Application

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Ex ED Date: 6/9/2015 4:34 PM

2014-15 Title III, Part A LEP YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2014 through June 30, 2015.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, <u>pstevens@cde.ca.gov</u>, 916-323-5838 Geoffrey Ndirangu, Language Policy & Leadership Office, <u>gndirang@cde.ca.gov</u>, 916-323-5831

Required and Authorized LEP Sub-grantee Activities

Required

Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

(1) Upgrading program objectives and effective instruction strategies.

(2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.

(3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction.

(4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.

(5) Improving the English proficiency and academic achievement of limited English proficient children.

(6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2014-15 Title III, Part A LEP entitlement	\$10,727
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$0
(Amount cannot exceed 2% of the entitlement.)	
Total year-to-date expenditures	\$0
2014-15 Unspent funds	\$10,727
General comment	Γhe school has elected to decline the funding.
(Maximum 500 characters)	

California Department of Education

Consolidated Application

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Ex ED Date: 6/3/2015 4:46 PM

2014-15 Homeless Education Policy, Requirements and Implementation

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Improvement & Accountability Division, <u>lwheeler@cde.ca.gov</u>, 916-319-0383 Mary Donnelly-Ortega, Improvement & Accountability Division, <u>MDonnellyortega@cde.ca.gov</u>, 916-323-5113

Homeless Education Certification

The LEA hereby assures and certifies to the California State Board of Education that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:

a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless

b) Includes a dispute resolution process

c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Contact first name	Lisa
Contact last name	Ring
Contact title	Asst Principal
Contact email address	I.ring@ecrchs.net
(format: abc@xyz.zyx)	
Contact telephone number	818-888-7050
(format: 999-999-9999)	

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	

Warning

California Department of Education

Consolidated Application

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Ex ED Date: 6/3/2015 4:46 PM

2014-15 Homeless Education Policy, Requirements and Implementation

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CDE Program Contact:

Leanne Wheeler, Improvement & Accountability Division, <u>Iwheeler@cde.ca.gov</u>, 916-319-0383 Mary Donnelly-Ortega, Improvement & Accountability Division, <u>MDonnellyortega@cde.ca.gov</u>, 916-323-5113

Date LEA's board approved the homeless education policy	03/19/2014
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Title I, Part A Homeless Expenditures

	¢0.17.510
2014-15 Title I, Part A Entitlement	\$247,516
2014-15 Title I, Part A direct or indirect services to homeless children reservation	\$2,001
Amount of 2014-15 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	\$100
No expenditures or encumbrances comment	
Provide an explanation why there is no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

California Department of Education

El Camino Real Charter High (19 64733 1932623)

Consolidated Application

Status: Certified Saved by: Ex ED Date: 6/3/2015 4:46 PM

2014-15 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

School Parental Involvement Policy Compliance Requirements

The Title I, Part A school-level parental involvement policy describes the means to carry out:

- a) Involvement of parents in the development of the policy
- b) School-parent compacts
- c) Building of capacity for involvement of parents
- d) Accessibility and opportunities for participation of parents with limited English

proficiency, parents with disabilities, and parents of migratory students

School Name	School Code	Parental Involvement Policy Exists	No Policy Comment (Max 250 char)	Meets Policy Requirements ?	Not Compliant Comment (Max 250 char)	Parental Involvement Contact Name	Parental Involvement Contact Title	Parental Involvement Contact Email Address (format abc@xyz.zyx)	Parental Involvement Contact Telephone Number (format 999- 999-9999)
El Camino Real Charter High	1932623	Y		Y		Lisa Ring	Asst Principal	I.ring@ecrchs.net	818-888-7050

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California Department of Education

Consolidated Application

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Ex ED Date: 6/3/2015 4:46 PM

2014-15 Title II, Part A School Class Size Reduction Report

The ESEA Act of 2001, Title II, Part A, Section 2123(a)(2)(B) allows LEAs to use ESEA Title II, Part A funds to recruit and hire highly qualified teachers to reduce class size.

CDE Program Contact:

Jackie Rose, Title II Leadership, jrose@cde.ca.gov, 916-322-9503

School Name	School Code	Total Class Size Reduction Teacher Count	ESEA Title II Part A Funded Class Size Reduction Teacher Count	ESEA/Highly Qualified Teacher Count
El Camino Real Charter High	1932623	0	0	0

California Department of Education

Consolidated Application

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Ex ED Date: 6/3/2015 4:45 PM

2015-16 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at http://www.cde.ca.gov/fg/aa/co/ca15asstoc.asp

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

LEA Plan

An LEA that receives Title III funds, or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds and is in Title III Improvement status must post their Improvement Plan in the California Accountability and Improvement System (CAIS) at http://www.cde.ca.gov/ta/ac/ca/.

State Board of Education approval date	1/12/2012
LEA Plan Web page	http://ecrchs.net/
(format http://SomeWebsiteName.xxx)	

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	David Fehte
Authorized Representative's Signature	
Authorized Representative's Title	Executive Director
Authorized Representative Signature Date	06/03/2015
El Camino Real Charter High School - Board Meeting - Agenda - Wednesday June 17, 2015 at 4:00 PM

California Department of Education

Consolidated Application

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Ex ED Date: 6/3/2015 4:46 PM

2015-16 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Dave Fehte
Authorized Representative Title	Executive Director
Authorized Representative Signature Date	06/03/2015
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

El Camino Real Charter High School - Board Meeting - Agenda - Wednesday June 17, 2015 at 4:00 PM

California Department of Education

Consolidated Application

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Ex ED Date: 6/3/2015 4:46 PM

2015-16 Application for Funding

CDE Program Contact:

Education Data Office, <u>ConApp@cde.ca.gov</u>, 916-319-0297

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/17/2015
---	------------

District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Lisa Ring
DELAC review date	05/27/2015
Meeting minutes web address	http://www.ecrchs.net
Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment	
If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I Part A (Basic Grant)	Yes
ESEA Sec. 1111 et seq. SACS 3010	
Title II Part A (Teacher Quality)	Yes
ESEA Sec. 2101 SACS 4035	
Title III Part A Immigrant	No
ESEA Sec. 3102 SACS 4201	
Title III Part A LEP	No
ESEA Sec. 3102 SACS 4203	

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California Department of Education

Consolidated Application

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Ex ED Date: 6/3/2015 4:46 PM

2015-16 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

CDE Program Contact:

Nancy Bodenhausen, Title I Policy & Program Guidance, <u>NBodenhausen@cde.ca.gov</u>, 916-445-4904 Lana Zhou, Title I Policy & Program Guidance, <u>Izhou@cde.ca.gov</u>, 916-319-0956

LEA meets small district criteria, submission of this data collection is optional.

An LEA is defined as a small district criteria if, based on the school list and the data entered in School Student Counts Projected, the LEA meets one or more of the following: Is a single school district Has a single school per grade span

Has enrollment total for all schools less than 1,000

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons

a - Meets 35% Low Income Requirement

- c Funded by Other Allowable Sources
- d Desegregation Waiver on File
- e Grandfather Provision
- f Feeder Pattern
- g Local Funded Charter Opted Out
- h Local Funded Charter Opt In

Low	income	measure	

Group Schools by Grade Span

District-wide Low Income %

Grade Span 1 Low Income %

Warning

FRPM

17.89% 0.00%

Yes

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El Camino Real Charter High (19 64733 1932623)

0.00%

0.00%

Consolidated Application

Status: Certified Saved by: Ex ED Date: 6/3/2015 4:46 PM

2015-16 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

Grade Span 2 Low Income %

Grade Span 3 Low Income %

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment (Max 500 char)
El Camino Real Charter High	1932623		3868	692	17.89	Y	Ν	1	Ν		

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El Camino Real Charter High School - Board Meeting - Agenda - Wednesday June 17, 2015 at 4:00 PM

California Department of Education

Consolidated Application

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Ex ED Date: 6/3/2015 4:46 PM

2015-16 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and subrecipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability & Info Srv, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at http://www.cde.ca.gov/fg/ac/sa/.

2015-16 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system	
(Maximum 500 characters)	

Coversheet

April Check Register from ExED

Section: Item: Purpose: Submitted by: Related Material: III. Financial D. April Check Register from ExED Vote

04 - 2015 ECR Financial Report.pdf

El Camino Real Charter High School - Board Meeting - Agenda - Wednesday June 17, 2015 at 4:00 PM El Camino Real Charter High School - Financial Dashboard (April 2015)





KEY POINTS

Year-End June 30, 2015 Forecast

- ECRCHS is projected to have a 29% cash reserve at year-end. Not including cash held in investments and amount due to Student Group.
- A Debt Equity Ratio (ratio of total debt to equity/net assets) of less than 1 demonstrates fiscal soundness and prudence. ECRCHS has zero current debt and is forecasted to have zero current and long term debt at fiscal year-end.
- CALPADS Fall 1 Certified Unduplicated FRPM / EL / Foster Youth Count: 772 and includes 692 FRPM, 105 EL, 4 Foster Youth
- Forecast assumes Certified P1 LAUSD Unduplicated Count of 78.54% as the District of Residence cap for LCFF Grant Funding. GCS Budget previously assumed 77%.

ADA Analysis									
Category	Month 8	Forecasted P2	Budgeted P2	Better/(Worse)	Prior Year P2				
Enrollment	3,668	3,668	3,542	126	3,593				
ADA %	95.0%	95.0%	95.0%	0.0%	97.8%				
Average ADA	3,576.23	3,576.23	3,364.90	211.33	3,515.00				

Revenue & Expenses per ADA								
Category Budget Forecast								
Revenue	8,970	9,279						
Revenue w/o Fundraising	8,970	9,239						
Expense	8,195	8,344						

		FY 14-15 YTD			F١	14-15 Forecas	st		FY 13-14 A	Actual	FY 12-13 A	Actual
INCOME STATEMENT			Variance	Total	% of		% of	Variance		% of		% of
	Actual YTD	Budget YTD	B/(W)	Forecast	Total	Total Budget	Total	B/(W)	13-14	Total	12-13	Total
LCFF	20,824,892	18,066,092	2,758,800	27,009,810	81%	25,432,102	84%	1,577,708	23,391,747	79%	21,682,801	77%
Federal Revenue	982.984	771,409	211,575	1,141,208	3%	1,055,699	3%	85,509	1,023,882	3%	1,195,625	4%
State Revenue	2,978,817	2,785,730	193,087	3,553,039	11%	3,298,081	11%	254,958	2,825,973	10%	4,627,649	16%
Other Local Revenue	1,329,430	338,414	991,016	1,336,921	4%	398,675	1%	938,246	2,114,414	7%	711,057	3%
Grants/Fundraising	142,224	0	142,224	142,224	0%	0	0%	142,224	222,685	1%	13,900	0%
TOTAL REVENUE	26,258,348	21,961,645	4,296,703	33,183,202		30,184,557		2,998,645	29,578,700		28,231,032	
Certificated Salaries	10,895,977	10,638,810	(257,168)	13,013,359	44%	12,784,299	46%	(229,060)	12,826,523	49%	12,338,025	49%
Classified Salaries	2,460,565	2,520,731	60,166	2,893,420	10%	2,877,882	10%	(15,538)	2,986,997	11%	2,464,664	10%
Benefits	4,579,320	4,501,802	(77,518)	6,199,372	21%	5,325,889	19%	(873,483)	4,808,555	18%	4,524,939	18%
Student Supplies	1,169,083	2,147,592	978,509	3,189,218	11%	2,335,432	8%	(853,786)	1,848,379	7%	1,846,556	7%
Operating Expenses	3,264,163	3,217,423	(46,740)	4,019,984	13%	3,851,507	14%	(168,477)	3,416,427	13%	3,475,684	14%
Other	414,334	302,716	(111,617)	523,068	2%	400,788	1%	(122,281)	391,655	1%	299,420	1%
TOTAL EXPENSES	22,783,441	23,329,074	545,632	29,838,421		27,575,796		(2,262,625)	26,278,537		24,949,287	
INCOME / (LOSS)	3,474,907	(1,367,429)	4,842,335	3,344,781		2,608,761		736,020	3,300,164		3,281,745	



Y/E Cash Balance						
Projected Budget Variance						
7,559,499	5,343,829	2,215,670				

Balance Sheet	6/30/2014	3/31/2015	4/30/2015	6/30/2015 Forecast	Notes
Assets					
Cash	5,777,172	8,994,294	9,813,417	7,559,499	
Accounts Receivable	4,195,965	(0)	(0)	3,196,322	
Due From Others	12,256	16,971	17,283	17,283	
Other Assets	2,156,385	3,033,567	3,033,567	3,233,567	
Net Fixed Assets	618,117	951,778	944,769	896,249	
Total Assets	12,759,895	12,996,610	13,809,036	14,902,920	
A/P & Payroll	351,208	8,473	37,821	1,261,831	
Due to Others	1,211,063	899,751	901,159	901,159	
Deferred Revenue	1,192,629	209,585	394,585	394,585	
Total Debt	0	0	0	0	
Total Liabilities	2,754,901	1,117,810	1,333,565	2,557,576	
Equity					
Beginning Fund Bal.	6,704,831	10,004,995	10,004,995	10,004,995	
Net Income/(Loss)	3,300,164	1,873,806	3,474,908	3,344,781	
Total Equity	10,004,995	11,878,800	13,479,902	13,349,776	
Total Liabilities & Equity	12,759,895	12,996,610	14,813,467	15,907,351	
Available Line of Credit	4,500,000	4,500,000	4,500,000	4,500,000	
Days Cash on Hand	81	115	121	93	> 45 days is good
Cash Reserve %	22%	34%	33%	26%	· · ·

ExED



El Camino Real Charter High School Financial Analysis April 2015

Net Income

The FY14-15 forecasted net-income is \$3.3MM compared to \$2.6MM in the board approved budget.

Balance Sheet

Assets

- The combined cash and investments is \$13.8MM
- \$5MM of cash is held in Charles Schwab investment accounts.
- \$230K of cash is held in Wells Fargo and California Credit Union Certificate of Deposit accounts.

Additional Asset Detail

• Accounts Receivable balance is zero which is down 100% from the June 30 prior year \$4.2MM government per pupil receivables.

Liabilties

Liabilities Detail

- \$38K in Accounts Payable balance, including payroll liabilities.
- \$456K in Due to ASB.
- \$445K in Due to Grantor, which represents a duplicate payment of the prior year Supplemental Block Grant. This amount will be withheld from future apportionments.
- Debt balance is zero. ECR has no current or long term debt liabilities.

Income Statement

Revenue

Forecasted revenue for FY14-15 is \$33MM, which is \$3MM or 10% over budgeted revenues of \$30MM.

Object Code 8011-8096: LCFF and In-Lieu of Property Taxes forecast is \$1.6MM above budget due to enrollment being 126 students higher than budget at the end of the P2 attendance period. Student attrition has slowed considerable compared to prior years. The Governor's 15-16 May revise included an increase to the current 13-14 fiscal year LCFF Gap Closure for a total 29.97% vs. 28% previously published.

Object Code 8181: Federal Special Education IDEA forecast is \$84K above budget as a result of LAUSD increasing the per pupil rate.

This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$20,000 and 10%.

Excellent education through charter schools



Object Code 8599: Other State revenue is forecasted to be (\$158K) below budget, because \$585K in prior-year Common Core Funding was deferred to 2014-15 vs. the original estimate of \$757K when the budget was developed.

Object Code 8690: All Other Local Revenue March actuals are \$1MM above budget:

- 1. Foreign Exchange Student fees are \$480K higher than the \$300K budget assumption.
- 2. Student Store Sales and Facility Rental income was not budgeted.

Expenses

Forecasted expenses for FY14-15 are \$29.8MM, which is \$2.3MM or 8% over budgeted expenditures of \$27.5MM.

Object Code 1175: Teacher – Stipends/Extra Duty are trending at \$440K above budget. The monthly run rate is averaging at \$128K per month.

Object Code 2100: Instructional Aide salaries are trending at \$190K above budget.

Object Code 2400: Clerical/Technical/Office salaries are trending at (\$116K) below budget.

Object Code 2900: Other Classified salaries are trending at (\$97K) below budget.

Object Code 3401: Health benefits are trending \$104K above budget. An additional \$1MM expense or 30% allocation of annual costs is forecasted to address the post-employment benefits liability.

Object Code 3601: Worker's Comp is trending (\$143K) below budget.

Object Code 4110: Textbooks is forecasted to be \$516K over budget. Common Core State Implementation funding was reallocated to cover the cost of \$600k order pending delivery as of the date of this report.

Object Code 4210: Other Books is forecasted to be \$122K above budget due to the purchase of an online SAT & ACT Prep Curriculum and the monthly trend expense for Other Books.

Object Code 4390: Other Supplies are trending \$271K above budget.

Object Code 5450: General Insurance premiums are \$95K higher than budgeted.

Object Code 5850: Non Instructional Consultants are trending \$120K higher than budgeted.

Object Code 5900: Communications costs are trending \$38K above budget.

Object Code 6900: Depreciation Expense is forecasted to be \$105K higher than budget due to the increase in fixed assets in FY13-14 and current year capital expenditures totaling \$530K year-to-date.

ADA

Budgeted average ADA for FY14-15 is 3,364.90 based on an enrollment of 3,542 and a 95.0% attendance rate. The June 30, 2014, forecast assumes the reported P2 ADA.

P1 ADA 3,633.70

P2 ADA 3,576.22

This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$20,000 and 10%.

Object Code	Effective Date Check Number	Vendor Name	Transaction Description	Check Amount
9120	4/7/2015 1003858	ROSALINDA MONTAGUE	03/31/15 - PAYROLL - R. MONTAGUE	858.46
9120	4/8/2015 2105	KOTARO MUKASA	FSA REIMBURSEMENT - KOTARO MUKASA	295.04
9120	4/9/2015 1003839	RAMON ERNIE SILVA	WORKSHOP - CHEMISTRY	(300.00)
9120	4/9/2015 2109	JESSICA CHUNG	FSA REIMBURSEMENT - JESSICA CHUNG	145.00
9120	4/14/2015 1003859	AMERICAN HERITAGE LIFE INSURANCE COMPANY	02/15 - SUPPLEMENTAL HEALTH INSURANCE PREMIUM	1,542.54
9120	4/14/2015 1003860	AMERICAN/ FOOTHILL PUBLISHING CO.,	THE KINGS COURIOR NEWSPAPER VOL. 45 ISSUE 10	691.60
9120	4/14/2015 1003861	APEX LOW VOLTAGE SERVICES	CAMERA MAINTANANCE	150.00
9120	4/14/2015 1003862	BROOKS TRANSPORTATION	FIELD TRIP - CSUN	350.00
9120	4/14/2015 1003862	BROOKS TRANSPORTATION INC	FIELD TRIP - GRIFFITH OBSERVATORY & REPUBLIC LANDFILL	1,475.00
9120	4/14/2015 1003862	BROOKS TRANSPORTATION	FIELD TRIP - GRIFFITH OBSERVATORY	1,875.00
9120	4/14/2015 1003862	BROOKS TRANSPORTATION INC	FIELD TRIP - GREAT OAK HIGH SCHOOL	700.00
9120	4/14/2015 1003862	BROOKS TRANSPORTATION INC	FIELD TRIP - ATHLETICS TRANSPORTATION	2,740.00
9120	4/14/2015 1003862	BROOKS TRANSPORTATION INC	FIELD TRIP - CSUSB	700.00
9120	4/14/2015 1003863	THE CLM GROUP, INC	FY15-16 - POINT OF SALE SUBSCRIPTION FEE & HOSTING FEE	419.00
9120	4/14/2015 1003864	COVANTIA, LLC	03/15 - SOFTWARE DEVELOPMENT & INTEGRATION GATEWAY	4,800.00
9120	4/14/2015 1003865	THE CRUZ CENTER 03/15 - PHYSICAL THERAPY		1,430.00
9120	4/14/2015 1003866	FERNANDO DELGADO	REIM: HOTEL, MILEAGE, PER DIEM - AERIES CONFERENCE	426.72
9120	4/14/2015 1003866	FERNANDO DELGADO	REIM: PER DIEM, CAR RENTAL & PARKING - CCSA	443.51
9120	4/14/2015 1003867	LANCE DELGADO MUSIC	2015 SPRING - DRILL & MOVEMENT - FUSION DRUMLINE SHOW	1,700.00
9120	4/14/2015 1003868	LANCE DELGADO	03/15 - WEEKEND REHEARSALS & SATURDAY COMPETITIONS	1,650.00
9120	4/14/2015 1003869	ECHO1612, INC.	CAMERA SYSTEM SOFTWARE AND ACCESSORIES	1,600.00
9120	4/14/2015 1003870	F.A.C.T.	03/15 - BEHAVIORAL THERAPY	5,885.90
9120	4/14/2015 1003871	STEPHANIE FRANKLIN	REIM: MEAL & GAS - ACA DECA	265.33
9120	4/14/2015 1003872	THE HELP GROUP - NORTH HILLS PREP SCHOOL	02/15 - COACHING & CASE MANAGEMENT	3,274.38
9120	4/14/2015 1003872	THE HELP GROUP - NORTH HILLS PREP SCHOOL	02/15 - COACHING & CASE MANAGEMENT	3,094.38
9120	4/14/2015 1003873	HERFF JONES, INC	(900) DIPLOMA COVERS	4,679.37
9120	4/14/2015 1003874	INSPIRE COMMUNICATION, INC	03/15 - THERAPY SERVICES	4,760.00
9120	4/14/2015 1003875	KELLY SERVICES	SUBSTITUTES - WEEK ENDING 03/22/15	11,260.24
9120	4/14/2015 1003875	KELLY SERVICES	SUBSTITUTES - WEEK ENDING 03/22/15	12,476.19
9120	4/14/2015 1003876	RAMON ERNIE SILVA	WORKSHOP - CHEMISTRY	300.00
9120	4/14/2015 1003878	LILY LIU	REIM: DVI CORD	20.43
9120	4/14/2015 1003878	MAXIM STAFFING	03/09/03/13/15 - SPECIAL ED CONSULTANT	1,085.00
9120	4/14/2015 1003878	SOLUTIONS MAXIM STAFFING	03/16-03/20/15 - SPECIAL ED CONSULTANT	1,356.25
		SOLUTIONS		
9120	4/14/2015 1003879	OFFICEXPRESS	OFFICE SUPPLIES - LABEL MAKER, LABELS	178.80
9120	4/14/2015 1003879	OFFICEXPRESS OFFICE SUPPLIES - MARKERS		(7.87)
9120	4/14/2015 1003879	OFFICEXPRESS	OFFICE SUPPLIES - PENCIL CUP	(15.10)
9120	4/14/2015 1003879	OFFICEXPRESS	OFFICE SUPPLIES - CLIPBOARD	(6.11)
9120	4/14/2015 1003880	REVOLUTION FOODS, INC.	03/15 - CAFATERIA MEALS	37,798.99
9120	4/14/2015 1003881	THE SHREDDERS	03/15 - DOCUMENT DESTRUCTION SERVICE	84.00

9120	4/14/2015 1003882	STUDENT TRANSPORTATION OF AMERICA	03/15 - SPECIAL ED TRANSPORTATION	5,040.00
9120	4/14/2015 1003883	WOODLAND HILLS PRINTING	POSTERS - SPRING PLAY	218.00
9120	4/14/2015 1003883	WOODLAND HILLS PRINTING	PROGRAMS - SPRING PLAY	1,411.55
9120	4/14/2015 2113	AMY CARTER	FSA REIMBURSEMENT - AMY CARTER	395.83
9120	4/15/2015 2115	MICHELE GREENE	FSA REIMBURSEMENT - MICHELE GREENE	86.72
9120	4/15/2015 2116	SYLVIA YI	FSA REIMBURSEMENT - SYLVIA YI	416.66
9120	4/16/2015 1003884	CORINNE BRENNAN	04/30/15 - PAYROLL - C. BRENNAN	240.69
9120	4/16/2015 1003885	FERNANDO DELGADO	04/30/15 - PAYROLL - F. DELGADO	2,037.09
9120	4/16/2015 1003886	RAMON DIAZ	04/30/15 - PAYROLL - R. DIAZ	417.22
9120	4/16/2015 1003887	JEFF FALGIEN	REIM: HUDL - PROGRAM FOR SIDELINE ACCESS	195.00
9120	4/16/2015 1003888	ANITA GRUEN	REIM: MILEAGE - DECA CONFERENCE	38.46
9120	4/16/2015 1003889	DAVID HUSSEY	04/30/15 - PAYROLL - D. HUSSEY	2,337.00
9120	4/16/2015 1003890	STEVE KINGERY	REIM: 03/28/15 - TRACK & FIELD - INVITATIONAL FEE	400.00
9120	4/16/2015 1003891	ROBERT MAGALLON	04/30/15 - PAYROLL - R. MAGALLON	236.92
9120	4/16/2015 1003892	SHELLEY MARK	REIM: CLASSROOM SUPPLIES - YARN & COLOR PALLETTES	165.26
9120	4/16/2015 1003893	KIMBERLY MESSADIEH	REIM: WRITE-OFF COMPETITION REG, SD CARD, SHIPPING, BATTERY	276.06
9120	4/16/2015 1003894	BRIAN WILSON	04/30/15 - PAYROLL - B. WILSON	474.78
9120	4/17/2015 1003895	CALIFORNIA CREDIT UNION	CREDIT CARD ENDING 5881	603.68
9120	4/17/2015 1003896	CALIFORNIA CREDIT UNION	CREDIT CARD ENDING 6095	1,642.82
9120	4/21/2015 1003897	ADVANCED OFFICE AUTOMATION, INC.	02/22-03/22/15 - RENEWAL COST	209.07
9120	4/21/2015 1003897	ADVANCED OFFICE AUTOMATION, INC.	02/27-03/27/15 - COPIER OVERAGE	155.19
9120	4/21/2015 1003897	ADVANCED OFFICE AUTOMATION, INC.	04/10/15 - FREIGHT FOR TONERS	20.00
9120	4/21/2015 1003898	BROOKS TRANSPORTATION	FIELD TRIP - GETTY MUSEUM	375.00
9120	4/21/2015 1003898	BROOKS TRANSPORTATION	FIELD TRIP - THE AQUARIUM OF THE PACIFIC	385.00
9120	4/21/2015 1003898	BROOKS TRANSPORTATION	FIELD TRIP - ATHLETICS TRANSPORTATION	3,350.00
9120	4/21/2015 1003899	CANON SOLUTIONS AMERICA	01/01-03/31/15 - MAINTENANCE SERVICE	35.01
9120	4/21/2015 1003899	CANON SOLUTIONS AMERICA	01/01-03/31/15 - MAINTENANCE SERVICE	19.20
9120	4/21/2015 1003900	CARTRICHARGE	OFFICE SUPPLIES - TONER CARTRIDGE	65.35
9120	4/21/2015 1003901	COMPUCLAIM	02/15 - LEA BILLING	44.39
9120	4/21/2015 1003902	DEPARTMENT OF JUSTICE	03/15 - FINGERPRINT APPS	32.00
9120	4/21/2015 1003903	EAGLE SOFTWARE	2015 MARCH USER CONFERENCE - REGISTRATION FEE	525.00
9120	4/21/2015 1003903	EAGLE SOFTWARE	2015 MARCH USER CONFERENCE - REGISTRATION FEE	525.00
9120	4/21/2015 1003904	ENOME, INC. dba GOALBOOK	TOOLKIT EDUCATOR MEMBERSHIP LICENSE	3,902.60
9120	4/21/2015 1003905	EXED	04/15 - MANAGEMENT CONTRACT FEE, PAYCHEX HR ONLINE FEE	15,418.55
9120	4/21/2015 1003906	FEDEX	SHIPPING	82.37
9120	4/21/2015 1003907	HEALY AWARDS, INC.	HELMET DECALS, CUSTOM LOGO STICKERS	924.81
9120	4/21/2015 1003908	INGRAHAM TROPHIES & GIFTS	(20) CIF LA CITY SECTION MEDALS, (5) CIF STATE SOCAL MEDALS	157.86
9120	4/21/2015 1003909	KELLY SERVICES	SUBSTITUTES - WEEK ENDING 04/05/15	1,319.31
9120	4/21/2015 1003910	LA/ SF VALLEY SOCCER	REFUND: FACILITY RENTAL - LA/SF VALLEY SOCCER	420.00
9120	4/21/2015 1003911	MAXIM STAFFING SOLUTIONS	03/23-03/27/15 - SPECIAL ED CONSULTANT	1,303.75
9120	4/21/2015 1003912	MERIT OIL COMPANY	CUSTODIAL SUPPLIES - GASOLINE	405.48
9120	4/21/2015 1003913	LAW OFFICES OF YOUNG, MINNEY & CORR, LLP	03/15 - LEGAL SERVICES	19,151.60
9120	4/21/2015 1003914	NASCO MODESTO	COLLECTION HOW SOIL FORMED	27.10

9120	4/21/2015 1003921	TURF TEAM INC.	BASEBALL AND SOFTBALL FIELD	15,337.00
9120 9120 9120	4/21/2015 1003918 4/21/2015 1003919 4/21/2015 1003919	JULES SELTZER ASSOCIATES STAPLES ADVANTAGE STAPLES ADVANTAGE	03/15 - STORAGE (2) DRAWERS OFFICE SUPPLIES - PAPER	480.00 1,157.32 445.10
9120	4/21/2015 1003920	CHRISTOPHER TRUITT	03/02-04/09/15 - DRUMLINE REHEARSAL	810.00
9120	4/21/2015 1003920	CHRISTOPHER TRUITT	REIM: MILEAGE - SCHOOL	552.56
9120	4/21/2015 1003921	TURF TEAM INC.	BASEBALL AND SOFTBALL FIELD RENOVATIONS	15,337.00
9120	4/21/2015 1003922	UNUM LIFE INSURANCE COMPANY OF AMERICA	04/15 - PREMIUM LIFE INSURANCE	3,740.22
9120	4/21/2015 1003923	VISTA PAINT	CUSTODIAL SUPPLIES - TAPE, PAINT, GLOVES, RAGS, SPRAY SHIELD	195.60
9120	4/21/2015 1003924	WHITEHARTE	REFUND: FACILITY RENTAL - WHITEHARTE	80.00
9120	4/22/2015 1003925	AMERICAN EXPRESS	CARD ENDING - 31000	38,815.38
9120	4/22/2015 1003926	AMERICAN EXPRESS	CARD ENDING - 31004	3,103.74
9120	4/22/2015 2114	JESSICA CHUNG	FSA REIMBURSEMENT - JESSICA CHUNG	4.00
9120	4/24/2015 1003927	CHANG RUTHENBERG & LONG PC	01/07-02/24/15 - LEGAL SERVICES	3,788.00
9120	4/24/2015 1003928	ERIC CHOI	REIM: TEE TIMES & RANGE BALLS	183.00
9120	4/24/2015 1003929	JINAL FEIGE	REIM: REG, PER DIEM & MILEAGE - BER CONFERENCE	282.92
9120	4/24/2015 1003930	MARY HAMMOND	REIM: REG, PER DIEM & MILEAGE - BER CONFERENCE	64.22
9120	4/24/2015 1003931	MATTHEW HARBOURT	REIM: CLASSROOM MATERIALS - GLUE, PASTELS, FOIL, SOLDER IRON	481.22
9120	4/24/2015 1003932	HOME DEPOT	CC: 9670 - DRAMA SUPPLIES & WOODSHOP	649.68
9120	4/24/2015 1003933	LISA HUFFAKER	REIM: PER DIEM & MILEAGE - BER CONFERENCE	67.21
9120	4/24/2015 1003934	STEVE KALAN	REIM: STOP WATCHES	74.01
9120	4/24/2015 1003935	SHERYL KOLKER	REIM: REGISTRATION FEE - AWAKENING GREATNESS IN CHILDREN	129.00
9120	4/24/2015 1003936	LILY LIU	REIM: PER DIEM & MILEAGE - BER CONFERENCE	46.74
9120	4/24/2015 1003937	SUE SCHUSTER	REIM: LODGING, MEALS, TRANSPORTATION - ROBOTICS COMPETITION	2,619.87
9120	4/24/2015 1003938	SUSAN SIMS	REIM: PER DIEM & MILEAGE - BER CONFERENCE	50.65
9120	4/24/2015 1003939	SMART & FINAL	CLASSROOM MATERIALS - COOKING SUPPLIES	430.82
9120	4/24/2015 1003940	BRANDON STEPHENS	REIM: PER DIEM & MILEAGE - BER CONFERENCE	70.77
9120	4/24/2015 1003941	CHEYANNE TRAN	REIM: REG, PER DIEM & MILEAGE - BER CONFERENCE	285.39
9120	4/24/2015 1003942	SYLVIA YI	REIM: REGISTRATION FEE, MEAL & MILEAGE - NCAA WORKSHOP	158.15
9120	4/24/2015 1003943	RICHARD YI	REIM: REGISTRATION FEE & MEAL - NCAA WORKSHOP	125.00
9120	4/24/2015 1003943	RICHARD YI	REIM: TENNIS BALLS	42.50
9120	4/27/2015 2117	JESSICA CHUNG	FSA REIMBURSEMENT - JESSICA CHUNG	141.00
9120	4/29/2015 1003944	ADVANCED OFFICE AUTOMATION, INC.	03/12-04/12/15 - COPIER OVERAGE	99.47
9120	4/29/2015 1003945	BENEFIT AND RISK MANAGEMENT SERVICES	05/15 - FSA ADMIN FEES	161.00
9120	4/29/2015 1003946	BROOKS TRANSPORTATION	FIELD TRIP - ATHLETICS TRANSPORTATION	2,040.00
9120	4/29/2015 1003946	BROOKS TRANSPORTATION	FIELD TRIP - MONROE HIGH SCHOOL	600.00

9120	4/29/2015 1003946	BROOKS TRANSPORTATION INC	FIELD TRIP - WILL GEER THEATER	1,400.00
9120	4/29/2015 1003946	BROOKS TRANSPORTATION	FIELD TRIP - UC IRVINE	525.00
9120	4/29/2015 1003946	BROOKS TRANSPORTATION	FIELD TRIP - NATURAL HISTORY MUSEUM	375.00
9120	4/29/2015 1003946	BROOKS TRANSPORTATION	FIELD TRIP - WEST HILLS HOSPITAL	350.00
9120	4/29/2015 1003946	BROOKS TRANSPORTATION	FIELD TRIP - ATHLETICS TRANSPORTATION	2,390.00
9120	4/29/2015 1003947	CHARTERLIFE	05/15 - HEALTH BENEFITS	263,319.16
9120	4/29/2015 1003948	WILLIAM H CURRY	02/18-04/04/15 - PAINTING LABOR	3,750.00
9120	4/29/2015 1003949	CATHERINE DAVIS	REIM: FASHION AND INTERIOR DESIGN WORKSHOP	269.73
9120	4/29/2015 1003950	ANDREW DELGADO	REIM: MILEAGE - LAUSD	31.29
9120	4/29/2015 1003951	EL CAMINO REAL CHARTER HIGH SCHOOL	TRANSFER FROM PWB TO SCHWAB ACCOUNT	1,000,000.00
9120	4/29/2015 1003952	EDUCATIUS INTERNATIONAL	. REFUND - TUITION FOR FOREIGN EXCHANGE STUDENT - D. DAO	10,500.00
9120	4/29/2015 1003953	TERRENCE FISCHER	REIM: INSTRUMENT CABLE	32.69
9120	4/29/2015 1003953	TERRENCE FISCHER	REIM: MILEAGE - 04/17 - WRESTLING TOURNAMENT & CAMERATA PERF	370.30
9120	4/29/2015 1003954	FLINN SCIENTIFIC INC	LAB SUPPLIES - CHEMISTRY	258.30
9120	4/29/2015 1003955	HERFF JONES, INC	(920) DIPLOMAS	1,353.78
9120	4/29/2015 1003955	HERFF JONES, INC	(5) IEP	7.36
9120	4/29/2015 1003956	MELANIE HORTON	REIM: UCLA SPRING 2015 TUITION & EARTH DAY FESTIVAL SUPPLIES	883.24
9120	4/29/2015 1003956	MELANIE HORTON	REIM: MILEAGE - SSC WORKSHOP, PCSD MEETING & COC EVENT	66.66
9120	4/29/2015 1003957	LISA HUFFAKER	REIM: SHEET PROTECTORS	15.79
9120	4/29/2015 1003958	LA HYDRO-JET & ROOTER SERVICE, INC	PLUMBIING REPAIRS	525.00
9120	4/29/2015 1003959	LUCAS MARTINEZ	REIM: REPLACEMENT GLASSES	298.80
9120	4/29/2015 1003960	PEDRO MONTANEZ	03/15 - DRILL TEAM COACHING	937.50
9120	4/29/2015 1003961	OFFICEXPRESS	OFFICE SUPPLIES - MARKERS, FACIAL TISSUES, MARKERS	299.24
9120	4/29/2015 1003961	OFFICEXPRESS	OFFICE SUPPLIES - TAPES	54.80
9120	4/29/2015 1003961	OFFICEXPRESS	OFFICE SUPPLIES - FOLDERS	39.61
9120	4/29/2015 1003961	OFFICEXPRESS	OFFICE SUPPLIES - PAPER	103.52
9120	4/29/2015 1003961	OFFICEXPRESS	OFFICE SUPPLIES - PENS	58.70
9120	4/29/2015 1003962	PEARSON EDUCATION	BOOKS BY THE PEOPLE	51,236.02
9120	4/29/2015 1003962	PEARSON EDUCATION	BOOKS BY THE PEOPLE	13,028.04
9120	4/29/2015 1003962	PEARSON EDUCATION	CREDIT - (350) BIOLOGY TEXTBOOKS	(4,436.16)
9120	4/29/2015 1003962	PEARSON EDUCATION PEARSON EDUCATION	CREDIT: (350) BIOLOGY LAB MANUALS CREDIT: PHYSICS TEXTBOOKS	(5,649.36) (6,198.33)
9120 9120	4/29/2015 1003962 4/29/2015 1003963	LINDA ROBBINS	REIM: FIELD TRIP - TICKETS FOR AQUARIUM	(0, 198.33) 300.00
9120	4/29/2015 1003964	JULES SELTZER	OF THE PACIFIC DEANS OFFICE FURNITURE BALANCE -	
		ASSOCIATES	PROPOSAL #127319	1,913.86
9120	4/29/2015 1003965	BARBARA STANOFF	REIM: PER DIEM & MILEAGE- REDUCING CLASSROM BEHAVIOR PROB	64.18
9120	4/29/2015 1003966	REGIONAL TAP SERVICE CENTER	(18) METRO 30 DAY PASS	432.00
9120	4/29/2015 1003967	VERIZON	03/08-04/07/15 - ADMIN PHONES & IPADS - ACCT#942030146	1,849.86
9120	4/29/2015 1003968	THE VILLAGE NATION	TEEN DATING VIOLENCE AWARENESS PRESENTATION	500.00
9120	4/29/2015 1003969	VISTA PAINT	CUSTODIAL SUPPLIES - PAINT	35.43
9120	4/29/2015 1003970	JEREMIAH WAI	REIM: PER DIEM - VEX ROBOTICS NATIONALS	175.00
9120	4/29/2015 1003971	WOODBRIDGE MUSIC BOOSTERS	2015 SOUTHERN CA PERCUSSION ENSEMBLE FESTIVAL - REG FEE	<u>250.00</u>
Total 9120				1,601,155.16
0404	4/40/0015 4744			470.00
9121 9121	4/10/2015 1714 4/10/2015 1715	ARCADIA INVITATIONAL MT. SAC RELAYS	04/11/15 - TRACK & FIELD - REGISTRATION 04/17/15 - TRACK & FIELD - INVITATIONAL	170.00 85.00
5121	4/10/2013 1/15	WIT. OAU KELATO	REGISTRATION	85.00

9121	4/23/2015 1716	THEODORE PAYNE FOUNDATION	FIELD TRIP - THEODORE PAYNE FOUNDATION	<u>180.00</u>
Total 9121				435.00
9508	4/2/2015 STD01/014/15-5	AMAZON	CC: 31026 - WATER PITCHER	8.89
9508	4/2/2015 STD01/02/15	AMAZON	CC: 31026 - TEXTBOOK - BEYOND COURAGE	192.22
9508	4/2/2015 STD01/03/15	AMAZON	CC: 31026 - AWS SERVICES	512.89
9508	4/2/2015 STD01/04/15	MOLLY HAWKINS HOUSE	CC: 31026 - CALIGRAPHY PENS	296.31
9508	4/2/2015 STD01/05/15	SCIENCE NEWS	CC: 31026 - SCIENCE NEWS SUBSCRIPTION	50.00
9508	4/2/2015 STD01/06/15	DEMCO	CC: 31026 - (1) CD PLAYER	415.95
9508	4/2/2015 STD01/08/15	HILTON HOTELS	CC: 31018 - HOTEL - DAVID FEHTE - REIMBURSED	311.49
9508	4/2/2015 STD01/08/15-1	OFFICE DEPOT	CC: 31026 - POST-ITS, READY TABS, DIVIDERS	41.89
9508	4/2/2015 STD01/09/15	MCCALLA COMPANY	CC: 31026 - CUSTODIAL SUPPLIES - HANDLE SWITCHES	56.33
9508	4/2/2015 STD01/09/15-1	MCCALLA COMPANY	CC: 31026 - LABOR	15.00
9508	4/2/2015 STD01/10/15	AMAZON	CC: 31026 - BOOKS - THE STRANGER	384.30
9508	4/2/2015 STD01/11/15	RINGSIDE FISH HOUSE	CC: 31018 - FOOD - BUSINESS	132.75
9508	4/2/2015 STD01/12/15	LARSEN'S STEAKHOUSE	CC: 31018 - FOOD - BUSINESS	385.75
9508	4/2/2015 STD01/12/15-1	AMAZON	CC: 31026 - OTTOMAN SET AND HOOP GILDER	136.25
9508	4/2/2015 STD01/13/15	BARNES AND NOBLE	CC: 31026 - MEDEA	41.69
9508	4/2/2015 STD01/13/15-1	AMAZON	CC: 31026 - NEEDLE DISPOSAL	14.97
9508	4/2/2015 STD01/13/15-2	AMAZON	CC: 31026 - MEDEA	196.00
9508	4/2/2015 STD01/13/15-3	AMAZON	CC: 31026 - BARSTOOL	105.00
9508	4/2/2015 STD01/14/15	TRIMANA	CC: 31018 - FOOD - BUSINESS	29.33
9508	4/2/2015 STD01/14/15-1	TIME WARNER CABLE	CC: 31026 - 03/06-04/05/15 INTERNET	154.99
9508	4/2/2015 STD01/14/15-2	RALPH'S	CC: 31026 - FOOD - LAUSD VISIT	68.32
9508	4/2/2015 STD01/14/15-3	TIME WARNER CABLE	CC: 31026 - 02/06-03/05/15 - INTERNET	139.99
9508	4/2/2015 STD01/14/15-4	CAVARETTA'S ITALIAN DELI	CC: 31026 - FOOD - BUSINESS	126.45
9508	4/2/2015 STD01/14/15-6	BARNES AND NOBLE	CC: 31026 - MEDEA	7.36
9508	4/2/2015 STD01/14/15-7	AMAZON	CC: 31026 - PLASTIC COFFEE CREAMER	19.59
9508	4/2/2015 STD01/14/15-8	NASCO MODESTO	CC: 31026 - SHEEP BRAINS & EYES	1,056.59
9508	4/2/2015 STD01/15/15	CONTINENTAL TIME CLOCK		125.85
9508	4/2/2015 STD01/15/15-1	CONTINENTAL TIME CLOCK	CC: 31026 - PUSH PAWL ASSEMBLY	125.85
9508	4/2/2015 STD01/15/15-2	AMAZON	CC: 31026 - DOOR STOPPER	74.75
9508	4/2/2015 STD01/15/15-3	AMAZON	CC: 31026 - (2) CHAIRS	283.38
9508	4/2/2015 STD01/16/15	AMAZON	CC: 31026 - (1) LADDER	278.20
9508	4/2/2015 STD01/17/15	MARRIOTT WARNER CENTER	CC: 31018 - LODGING	2,122.99
9508	4/2/2015 STD01/17/15-1	RIVIERA RESTAURANT AND LOUNGE	CC: 31018 - FOOD - BUSINESS	129.55
9508	4/2/2015 STD01/17/15-2	TARGUS US	CC: 31026 - IPAD COVER	42.49
9508	4/2/2015 STD01/17/15-3	MAGAZINES.COM	CC: 31026-FY14-15 NATIONAL GEOGRAPHICS MAGAZINE SUBSCRIPTION	270.84
9508	4/2/2015 STD01/17/15-4	SWANK MP	CC: 31026 - SINGLE EVENT MOVIE LICENSE	110.00
9508	4/2/2015 STD01/17/15-5	PITNEYBOWES	CC: 31026 - POSTAGE METER REFILL	59.92
9508	4/2/2015 STD01/21/15	LOVIS	CC: 31018 - FOOD - BUSINESS	162.43
9508	4/2/2015 STD01/21/15-1	AMAZON	CC: 31026 - EXPRESSO MACHINE CLEANING TABLETS, FROTHING	76.93
9508	4/2/2015 STD01/21/15-2	AMAZON	CC: 31026 - WATER FILTER	16.89
9508	4/2/2015 STD01/21/15-3	AMAZON	CC: 31026 - BRAVE NEW WORLD	653.95
9508	4/2/2015 STD01/21/15-3	AMAZON	CC: 31026 - GADGET BAG	21.79
9508	4/2/2015 STD01/21/15-4 4/2/2015 STD01/21/15-6	VEX ROBOTICS	CC: 31026 - GADGET BAG CC: 31026 - (2) POTENTIOMETER, LCD DISPLAY, SCREWS	1,246.58
9508	4/2/2015 STD01/22/15	DROPBOX INC	CC: 31018 - DROPBOX PREMIUM SERVICE	9.99
9508	4/2/2015 STD01/22/15-1	AMAZON	CC: 31026 - HIGH POINT LEVEL	4.59
9508	4/2/2015 STD01/22/15-3	D&S MARKETING SYSTEMS, INC		807.75
9508	4/2/2015 STD01/22/15-4	NASCO MODESTO	CC: 31026 - DIGITAL THERMOMETER, HYDROGEN PEROXIDE	1,191.82

9508	4/2/2015 STD01/23/15	B&H PHOTO	CC: 31026 - CAMCORDER, MEMORY CARD, BATTERY PACK	296.84
9508	4/2/2015 STD01/23/15-1	AMAZON	CC: 31026 - HIGH POINT LEVEL A	44.05
9508	4/2/2015 STD01/23/15-2	AMAZON	CC: 31026 - COMPOSITION NOTEBOOK	21.79
9508	4/2/2015 STD01/23/15-4	AMAZON	CC: 31026 - MEMORY CARD	16.30
9508	4/2/2015 STD01/23/15-5	AMAZON	CC: 31026 - BRAVE NEW WORLD	275.40
9508	4/2/2015 STD01/24/15	AMAZON	CC: 31026 - BRAVE NEW WORLD	459.00
9508	4/2/2015 STD01/24/15-1	AMAZON	CC: 31026 - (1) GYM MAT	173.31
9508	4/2/2015 STD01/24/15-3	AMAZON	CC: 31026 - (1) GYM MAT	173.31
9508	4/2/2015 STD01/25/15	AMAZON	CC: 31026 - EVA ROLLER	41.89
9508	4/2/2015 STD01/26/15	NASCO MODESTO	CC: 31026 - HYDROGEN PEROXIDE, HAZARDOUS SURCHARGE	48.19
9508	4/2/2015 STD01/27/15	SOUTHWEST AIRLINES	CC: 31026 - FLIGHT - SAC CHARTER CONFERENCE	335.60
9508	4/2/2015 STD01/27/15-1	SOUTHWEST AIRLINES	CC: 31026 - FLIGHT - SAC CHARTER CONFERENCE	219.20
9508	4/2/2015 STD01/27/15-2	SOUTHWEST AIRLINES	CC: 31026 - FLIGHT - SAC CHARTER CONFERENCE	219.20
9508	4/2/2015 STD01/27/15-3	SOUTHWEST AIRLINES	CC: 31026 - FLIGHT - SAC CHARTER CONFERENCE	277.20
9508	4/2/2015 STD01/27/15-4	SOUTHWEST AIRLINES	CC: 31026 - FLIGHT - SAC CHARTER CONFERENCE	335.60
9508	4/2/2015 STD01/27/15-5	AMAZON	CC: 31026 - (1) CAMERA	535.00
9508	4/2/2015 STD01/27/15-6	PREMIER LIGHTING	CC: 31026 - DRAMA LAMP	111.38
9508	4/2/2015 STD01/28/15	MONTY'S STEAKHOUSE	CC: 31018 - FOOD - BUSINESS	288.34
9508	4/2/2015 STD01/28/15-1	SCHOOL NURSE SUPPLY, INC	CC: 31026 - PURELL, COLD PACK, PENLIGHT, NOSEAID	253.13
9508	4/2/2015 STD12/30/15	MCCALLA COMPANY	CC: 31026 - CUSTODIAL SUPPLIES - AUTOSCRUBBER, HANDLE, ETC	1,031.62
9508	4/2/2015 STD12/30/15 - 2	NASCO MODESTO	CC: 31026 - TRAY FOAM, SKELETON	437.96
9508	4/2/2015 STD12/31/14-1	AMAZON	CC: 31026 - TEXTBOOKS - BEYOND COURAGE	192.22
9508	4/13/2015 10011297223-2	WEBEX	CC: 31004 - WEBEX MONTHLY USER FEE	49.00
9508	4/13/2015 10011826313-1	WEBEX	CC: 31004 - WEBEX MONTHLY USER FEE	57.28
9508	4/13/2015 283941598-2	HOOTSUITE	CC: 31004 - HOOTSUITE PRO MONTHLY USER FEE	9.99
9508	4/13/2015 294482499-2	HOOTSUITE	CC: 31004 - HOOTSUITE PRO MONTHLY USER FEE	9.99
9508	4/13/2015 STD09/30/14-1	FACEBOOK	CC: 31004 - FACEBOOK - ADVERTISEMENT PAYMENT	16.69
9508	4/13/2015 STD09/30/14-3	UCLA EXTENSION	CC: 31004 - UCLA EXTENSION - ENROLLMENT FEE REFUND	(470.00)
9508	4/13/2015 STD10/01/14-2	INTUIT QUICKBOOKS	CC: 31004 - QUICKBOOKS ONLINE SUBSCRIPTION	54.95
9508	4/13/2015 STD10/05/14-1	SURVEYMONKEY	CC: 31004 - SURVEYMONKEY MONTHLY USER FEE	26.00
9508	4/13/2015 STD11/03/14-1	INTUIT QUICKBOOKS	CC: 31004 - QUICKBOOKS ONLINE SUBSCRIPTION	54.95
9508	4/13/2015 STD11/05/14-3	SURVEYMONKEY	CC: 31004 - SURVEYMONKEY MONTHLY USER FEE	26.00
9508	4/23/2015 STD10/28/14 - 5881	WOODLAND WARNER FLOWERS	CC: 5881 - FLOWER ARRANGEMENT	67.85
9508	4/23/2015 STD10/28/14 - 5881-2	ARROWHEAD DIRECT	CC: 5881 - WATER FOR OFFICE	190.94
9508	4/23/2015 STD10/28/14 - 5881-3	CALIFORNIA CREDIT UNION	CC: 5881 - LATE FEE	<u>7.00</u>
Total 9508				18,604.01
Report Total				1,620,194.17
				-,020,107.11

Coversheet

2015-16 ECRCHS Budget prepared by ExED

Section:III. FinancialItem:E. 2015-16 ECRCHS Budget prepared by ExEDPurpose:VoteSubmitted by:T5-16 Budget Draft ECR.06.12.15.pdf

Budget Summary

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				2014-15					
				Budget -	2014-15				
	2011-12	2012-13	2013-14	Approved	Forecast	2015-16	2016-17	2017-18	2018-19
Total Enrollment	3,423	3,766	3,542	3,542	3,542	3,689	3,689	3,689	3,689
ADA			3,525.55	3,365	3,572.68	3,504.55	3,504.55	3,504.55	3,504.55
% Free and Reduced	20%	16%	24%	0	18%	18%	18%	18%	18%
% English Language Learners	3%	2%	3%	0	3%	3%	3%	3%	3%
% Unduplicated Low Income, EL, Foster Youth			26%		20%	18%	18%	18%	18%
# of Teachers			120	33	133	133	133	133	133
# of Non Teacher FTEs				105	105	108	109	110	112
INCOME									
8011-8096 · Local Control Funding Formula Revenue	20,022,498	21,682,801	23,391,747	25,432,102	27,009,810	29,547,494	29,920,693	30,530,090	31,288,429
8100-8299 · Other Federal Income	857,125	1,195,625	1,023,882	1,055,699	1,141,208	1,127,458	1,137,953	1,141,233	1,141,233
8300-8599 · Other State Income	4,199,874	4,627,649	2,825,973	3,298,081	3,553,039	2,657,708	2,654,846	2,654,846	2,654,846
8600-8699 · Other Income-Local	599,365	883,647	1,094,010	398,675	1,299,410	1,112,523	1,113,648	1,114,784	1,115,932
Grants/Fundraising	6,455	26,076	222,543	-	142,224	-	-	-	-
8999 · Prior Year Adjustment	-	(90,160)	1,020,546	-	37,511	-	-	-	-
TOTAL INCOME	25,685,317	28,325,638	29,578,701	30,184,557	33,183,202	34,445,182	34,827,141	35,440,954	36,200,441
EXPENSE									
1000 · Certificated Salaries	10,842,465	12,338,025	12,826,523	12,784,299	13,664,028	14,617,130	14,312,820	14,454,653	14,578,522
2000 · Classified Salaries	1,875,955	2,464,664	2,986,997	2,877,882	3,077,542	3,469,914	3,643,012	3,820,092	4,009,699
3000 · Employee Benefits	3,904,067	4,524,939	4,808,555	5,325,889	6,303,944	7,314,739	7,857,932	8,575,145	9,245,169
4000 · Supplies	1,679,444	1,853,573	1,848,379	2,335,432	3,189,218	2,739,469	2,803,078	2,846,757	2,891,309
5000 · Operating Services	3,720,214	3,475,684	3,416,427	3,851,507	4,019,984	4,330,116	4,444,542	4,523,114	4,603,258
6000 · Capital Outlay	12,180	31,311	138,645	146,467	251,683	264,318	147,158	124,514	90,862
7000 · Other Outgo	315,498	268,108	253,010	254,321	271,385	295,475	299,207	305,301	312,884
TOTAL EXPENSE	22,349,821	24,956,304	26,278,537	27,575,796	30,777,784	33,031,162	33,507,749	34,649,576	35,731,704
NET INCOME	3,335,496	3,369,334	3,300,164	2,608,761	2,405,419	1,414,021	1,319,392	791,378	468,736
Ending Cash Balance	194,624	441,075	5,777,172	5,343,829	6,621,319	3,926,877	3,848,663	4,594,187	4,930,697
Net Income as a Percentage of Expenses			12.6%	9.5%	7.8%	4.3%	3.9%	2.3%	1.3%
Ending Cash as a Percentage of Expenses			22.0%	19.4%	21.5%	11.9%	11.5%	13.3%	13.8%
Ending Debt Balance				-	-	-	-	-	-

Five Year Budget Detail

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			-		-							
										2014-15	Percent	
				2014-15 Budget	2014-15					Percent of	Change, 2013	Budget Variance
	2011-12	2012-13	2013-14	- Approved	Forecast	2015-16	2016-17	2017-18	2018-19	Budget	14 to 2014-15	Better/(Worse)
Enrollment			3,542	3,542	3,542	3,689	3,689	3,689	3,689	200800		-
ADA			3,525.55	3,365	3,572.68	3,504.55	3,504.55	3,504.55	3,504.55			208
Income			0,020.000	5,505	0,07 2.00	0,00	0,00	0,00 1100	0,00100			200
8011-8096 · Local Control Funding Formula Revenue												
8012 Education Protection Account		4,639,876	4,572,474	3,000,988	5,960,217	6,618,639	6,702,235	6,838,740	7,008,608	10%	-34%	2,959,229
8015 Local Control Funding Formula	15,587,411	12,137,180	14,569,337	17,209,563	15,628,804	17,114,807	17,404,409	17,877,302	18,465,772	57%	18%	(1,580,759)
8019 Local Control Funding Formula - Prior Year	-,,	(9,976)	(1,002,994)	,,	(128,701)	, ,	, . ,		-,,			())
8096 In Lieu of Property Taxes	4,435,087	4,915,721	5,252,930	5,221,551	5,549,490	5,814,048	5,814,048	5,814,048	5,814,048	17%	-1%	327,939
Total 8011-8096 · Local Control Funding Formula Revenue	20,022,498	21,682,801	23,391,747	25,432,102	27,009,810	29,547,494	29,920,693	30,530,090	31,288,429	84%	9%	1,577,708
8100-8299 · Other Federal Income												
8181 Federal Special Education (IDEA)	613,751	685,629	635,636	626,679	710,454	652,687	652,687	652,687	652,687	2%	-1%	83,775
8220 Child Nutrition Programs - Federal		305,762	222,528	199,155	150,995	148,092	148,092	148,092	148,092	1%	-11%	(48,160)
8291 Title I, A Basic Grants Low-Income	231,745	182,665	159,730	229,865	247,516	304,619	314,406	317,464	317,464	1%	44%	17,651
8292 Title II, A Teacher Quality	11,629	9,732	5,989	-	7,197	8,857	9,142	9,231	9,231	0%	-100%	7,197
8294 Title III, Limited English Proficiency		11,837	-	-	10,727	13,202	13,626	13,758	13,758	0%		10,727
8296 Title V, B Charter Schools Grants			-	-	-	-	-	-	-	0%		-
8297 All Other Federal Revenue			-	-	14,319	-	-	-	-	0%		14,319
Total 8100-8299 · Other Federal Income	857,125	1,195,625	1,023,882	1,055,699	1,141,208	1,127,458	1,137,953	1,141,233	1,141,233	3%	3%	85,509
8300-8599 · Other State Income												
8311 Special Ed - AB602	1,829,319	1,903,727	1,919,912	1,850,157	2,001,689	1,926,942	1,926,942	1,926,942	1,926,942	6%	-4%	151,532
8312 Supplemental Hourly Programs	414,080		-									
8434 Class Size Reduction - Grades K-3		27,206	- 19,080	18,102	13,491	12,976	12,976	12,976	12,976	0%	-5%	(4 (11)
8520 Child Nutrition - State 8550 Mandate Block Grant		27,206	19,080	18,102	383,456	12,976	12,976	12,976	12,976	0%	-5% 1%	(4,611) 235,383
8560 State Lottery Revenue	470,288	501,886	545,265	524,924	555,876	567,737	567,737	567,737	567,737	2%	-4%	30,951
8590 Charter School Categorical Block Grant	1,471,534	1,619,443	545,205	524,524	333,870	307,737	307,737	507,757	507,757	2.70	-470	50,551
8591 SB740	1,471,554	1,015,445	_		_				_	0%		-
8593 Art and Music Block Grant			_							070		
8595 Secondary School Counselor			-									
8599 All Other State Revenues	14,653	575,388	194,479	756,825	598.527	-	-	-	_	3%	289%	(158,298)
Total 8300-8599 · Other State Income	4,199,874	4,627,649	2,825,973	3,298,081	3,553,039	2,657,708	2,654,846	2,654,846	2,654,846	11%	17%	254,958
8600-8699 · Other Income-Local	.,,	.,,	_,,	-,,	-,,							
8634 Food Service Sales	270,043	290,156	112,964	98,675	68,226	112,523	113,648	114,784	115,932	0%	-13%	(30,449)
8660 Interest / Dividend Income	95	44	5,604	, ,	25,249	, i i i						
8662 Net Increase (Decrease) in Fair Value of Investments			142		2,845							
8690 All Other Local Revenue	329,227	593,447	975,300	300,000	1,203,090	1,000,000	1,000,000	1,000,000	1,000,000	1%	-69%	903,090
8698 Grants			-	-	-	-	-	-	-	0%		-
8699 Fundraising	6,455	26,076	222,543	-	142,224	-	-	-	-	0%	-100%	142,224
Total 8600-8699 · Other Income-Local	605,820	909,723	1,316,553	398,675	1,441,634	1,112,523	1,113,648	1,114,784	1,115,932	1%	-70%	1,042,959
8999 Prior Year Adjustment		(90,160)	1,020,546	-	37,511					0%	-100%	37,511
TOTAL INCOME	25,685,317	28,325,638	29,578,701	30,184,557	33,183,202	34,445,182	34,827,141	35,440,954	36,200,441	100%	2%	2,998,645
Expense												
1000 · Certificated Salaries												
1110 Teachers' Salaries	8,663,223	9,043,484	9,220,388	9,654,445	9,876,730	10,541,951	10,747,820	10,822,575	10,882,068	35%	5%	(222,285)
1170 Teacher Salaries - Substitute	700.000		-	-	-	-	-	-	-	0%		-
1175 Teachers' Salaries - Stipend/Extra Duty	739,883	1,112,297	1,420,072	975,000	1,485,711	1,124,760	1,158,503	1,181,673	1,205,306	4%	-31%	(510,711)
1200 Certificated Pupil Support Salaries	687,193	1,153,734	1,227,059	1,184,722	1,281,073	1,308,617	1,325,823	1,348,117	1,366,814	4%	-3%	(96,351)
1300 Certificated Supervisor and Administrator Salaries	752,154	1,028,510	959,004	970,132	1,020,514	1,049,198	1,080,674	1,102,288	1,124,333	4% 0%	1%	(50,381)
1900 Other Certificated Salaries Total 1000 · Certificated Salaries	11 10,842,465	12,338,025	12,826,523	- 12,784,299	- 13,664,028	592,603.80 14,617,130	- 14,312,820	- 14,454,653	- 14,578,522	0% 46%	0%	(879,729)
2000 · Classified Salaries	10,042,465	12,556,025	12,620,523	12,764,299	15,004,028	14,017,130	14,512,620	14,454,053	14,578,522	40%	0%	(879,729)
2000 · Classified Salaries 2100 Instructional Aide Salaries	66,804	547,512	794,157	581,400	849,482	900,000	918,000	936,360	955,087	2%	-27%	(268,082)
2200 matractional Alac Jalanes	00,004	547,512	, 54,157	501,400	049,402		510,000			2/0	-21/0	(200,002)

Five Year Budget Detail

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	-3	-2	-1	0	0	1	2	3	4			
										2014-15	Percent	
				2014-15 Budget	2014-15					Percent of	Change, 2013	Budget Variance
	2011-12	2012-13	2013-14	- Approved	Forecast	2015-16	2016-17	2017-18	2018-19	Budget	14 to 2014-15	Better/(Worse)
2200 Classified Support Salaries (Maintenance, Food)		671,590	751,221	679,536	749,656	769,914	793,012	808,872	825,049	2%	-10%	(70,120)
2300 Classified Supervisor and Administrator Salaries		152,475	232,725	321,851	342,494	500,000	555,000	616,050	683,816	1%	38%	(20,643)
2400 Clerical/Technical/Office Staff Salaries	955,768	755,553	761,650	860,357	781,167	900,000	945,000	992,250	1,041,863	3%	13%	79,190
2900 Other Classified Salaries (Supervision, After School)	165,871	337,535	447,245	434,738	354,742	400,000	432,000	466,560	503,885	2%	-3%	79,996
Total 2000 · Classified Salaries	1,875,955	2,464,664	2,986,997	2,877,882	3,077,542	3,469,914	3,643,012	3,820,092	4,009,699	10%	-4%	(199,660)
3000 · Employee Benefits												
3111 STRS - State Teachers Retirement System	888,608	986,764	1,028,236	1,214,508	1,196,652	1,568,418	1,800,553	2,085,806	2,373,383	4%	18%	17,857
3212 PERS - Public Employee Retirement System	209,554	284,871	317,803	338,755	343,636	411,081	475,413	634,135	729,765	1%	7%	(4,881)
3213 PARS - Public Agency Retirement System (RARE)	3,530	8,389	9,348	11,254	10,283	11,312	12,443	13,687	15,056	0%	20%	971
3311 OASDI - Social Security	112,590	156,763	180,627	178,429	189,026	215,135	225,867	236,846	248,601	1%	-1%	(10,597)
3331 MED - Medicare	184,083	214,872	227,199	227,102	244,234	262,262	260,360	264,984	269,529	1%	0%	(17,132)
3401 H&W - Health & Welfare	2,115,014	2,550,880	2,802,289	3,100,000	4,203,596	3,500,000	3,675,000	3,858,750	4,051,688	11%	11%	(1,103,596)
3501 SUI - State Unemployment Insurance	198,981	162,970	7,825	7,831	8,404	9,044	8,978	9,137	9,294	0%	0%	(573)
3601 Workers' Compensation	191,706	153,352	232,389	248,010	104,857	287,489	296,819	314,175	332,346	1%	7%	143,153
3901 403B			-	-	-	-	-	-	-	0%		-
3902 Other Benefits		6,078	2,839	-	3,256	1,050,000	1,102,500	1,157,625	1,215,506	0%	-100%	(3,256)
Total 3000 · Employee Benefits	3,904,067	4,524,939	4,808,555	5,325,889	6,303,944	7,314,739	7,857,932	8,575,145	9,245,169	19%	11%	(978,055)
4000 · Supplies												
4110 Approved Textbooks and Core Curriculum Materials	353,087	159,710	509,146	255,901	771,920	500,000	500,000	500,000	500,000	1%	-50%	(516,019)
4210 Books and Other Reference Materials	30,634	12,332	30,119	26,984	148,800	27,254	28,072	28,633	29,206	0%	-10%	(121,816)
4310 Student Materials	131,140	221,364	272,463	459,548	459,548	481,342	492,208	499,669	507,279	2%	69%	-
4350 Office Supplies	52,920	138,221	203,246	196,935	196,935	198,904	204,871	208,969	213,148	1%	-3%	-
4370 Custodial Supplies	107,634	54,586	23,987	51,454	51,454	51,969	53,528	54,599	55,691	0%	115%	-
4390 Other Supplies	51,951	115,801	178,720	127,721	398,581	400,000	412,000	420,240	428,645	0%	-29%	(270,860)
4400 Non Capitalized Equipment	208,039	425,353	246,541	836,825	836,825	700,000	721,000	735,420	750,128	3%	239%	-
4700 Food and Food Supplies	744,038	726,206	384,157	380,064	325,155	380,000	391,400	399,228	407,213	1%	-1%	54,909
Total 4000 · Supplies	1,679,444	1,853,573	1,848,379	2,335,432	3,189,218	2,739,469	2,803,078	2,846,757	2,891,309	8%	26%	(853,786)
5000 · Operating Services												
5200 Travel and Conferences	35,224	73,065	107,114	102,062	133,788	130,000	133,900	136,578	139,310	0%	-5%	(31,726)
5300 Dues and Memberships	78,335	96,905	106,742	100,820	135,635	150,000	154,500	157,590	160,742	0%	-6%	(34,815)
5450 General Insurance	194,102	186,702	186,549	175,804	270,464	177,562	182,889	186,546	190,277	1%	-6%	(94,660)
5500 Operation and Housekeeping Services	634,598	522,092	569,525	608,947	613,973	615,037	633,488	646,157	659,081	2%	7%	(5,026)
5610 Rent - Facilities / Buildings / Space	2,350	349,009	217,661	363,109	363,109	300,000	309,000	315,180	321,484	1%	67%	-
5620 Equipment Lease	66,932	70,546	100,919	73,396	71,242	74,130	76,354	77,881	79,438	0%	-27%	2,154
5630 Vendor Repairs	645,384	291,516	238,183	303,293	303,293	306,326	315,515	321,826	328,262	1%	27%	-
5812 Field Trips/Pupil Transportation	117,126	210,623	275,434	219,132	219,132	230,000	236,900	241,638	246,471	1%	-20%	-
5820 Legal / Audit Fees	32,751	98,626	126,481	252,611	252,611	255,137	262,791	268,047	273,408	1%	100%	-
5830 Advertisement / Recruitment		438	-	456	4,039	10,000	10,300	10,506	10,716	0%		(3,583)
5850 Non Instructional Consultants	49,311	76,698	176,041	429,797	309,531	666,000	685,980	699,700	713,694	2%	144%	120,266
5851 Instructional Consultants	531,919	751,941	578,659	489,449	561,518	600,000	618,000	630,360	642,967	2%	-15%	(72,069)
5853 ExED	300,000	160,000	160,000	164,800	164,800	-	-	-	-	1%	3%	-
5890 Other Fees / Bank Charges /Credit Card Fees	37,962	44,960	32,970	46,777	56,252	50,000	51,500	52,530	53,581	0%	42%	(9,475)
5891 CSC Factoring Fees			-	-	-	-	-	-	-	0%		-
5896 Special Ed Fair Share (LAUSD)	977,228	517,871	511,110	495,367	495,367	515,926	515,926	515,926	515,926	2%	-3%	-
5897 Fundraising Cost	1,500	2,000	900	2,081	3,244	200,000	206,000	210,120	214,322	0%	131%	(1,163)
5900 Communications	15,492	22,691	28,138	23,607	61,987	50,000	51,500	52,530	53,581	0%	-16%	(38,380)
Total 5000 · Operating Services	3,720,214	3,475,684	3,416,427	3,851,507	4,019,984	4,330,116	4,444,542	4,523,114	4,603,258	14%	13%	(168,477)
6000 · Capital Outlay												
6900 Depreciation Expense	12,180	31,311	138,645	146,467	251,683	264,318	147,158	124,514	90,862	1%	6%	(105,216)
Total 6000 · Capital Outlay	12,180	31,311	138,645	146,467	251,683	264,318	147,158	124,514	90,862	1%	6%	(105,216)
7000 · Other Outgo												
7299 District Oversight Fee	214,940	233,122	243,947	254,321	271,385	295,475	299,207	305,301	312,884	1%	4%	(17,064)

Five Year Budget Detail

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	-	-3	-2	-1	0	0	1	2	3	4			
		2011-12	2012-13	2013-14	2014-15 Budget - Approved	2014-15 Forecast	2015-16	2016-17	2017-18	2018-19	2014-15 Percent of Budget	Percent Change, 2013 14 to 2014-15	Budget Variance Better/(Worse)
7311 Indirect Costs				-		-					0%		
7438 Debt Service - Interest		100,557	34,986	9,062	-	-	-	-	-	-	0%	-100%	-
Total 7000 · Other Outgo		315,498	268,108	253,010	254,321	271,385	295,475	299,207	305,301	312,884	1%	1%	(17,064)
TOTAL EXPENSE		22,349,821	24,956,304	26,278,537	27,575,796	30,777,784	33,031,162	33,507,749	34,649,576	35,731,704	100%	5%	(3,201,988)
NET INCOME		3,335,496	3,369,334	3,300,164	2,608,761	2,405,419	1,414,021	1,319,392	791,378	468,736			(203,343)
Beginning Cash Balance		-	194,624	441,075	6,146,354	4,772,741	6,621,319	3,926,877	3,848,663	4,594,187			
Cash Flow from Operating Activities													
Net Income		3,335,496	3,369,334	3,300,164	2,608,761	2,406,601	1,414,021	1,319,392	791,378	468,736			
Change in Accounts Receivable		(6,540,131)	(3,420,277)										
Prior Year Accounts Receivable				5,764,443	4,042,246	4,195,965	3,196,322	7,453,843	7,953,551	8,125,624			
Current Year Accounts Receivable				-	(6,823,949)	(3,196,322)	(7,453,843)	(7,953,551)	(8,125,624)	(8,350,966)			
Change in Due from		(43,250)	37,522	(6,529)		(5,026)	-	-	-	-			
Change in Accounts Payable		470,017	(96,729)	(176,066)	(19,225)	1,037,620	(115,260)	(1,045,055)	1,704	2,253			
Change in Due to		274,943	72,647	863,473	-	(309,903)	-	-	-	-			
Change in Accrued Vacation				-	-	-	-	-	-	-			
Change in Payroll Liabilities		59,888	21,358	72,740	-	(126,862)	-	-	-	-			
Change in Prepaid Expenditures		(294,622)	(106,856)	5,235	-	185,669	-	-	-	-			
Change in Deposits				(1,760,142)	-	(1,262,986)	-	-	-	-			
Change in Deferred Revenue			372,435	820,194	(756,825)	(798,044)	-	-	-	-			
Depreciation Expense		12,180	31,311	138,645	146,467	251,683	264,318	147,158	124,514	90,862			
Cash Flow from Investing Activities													
Capital Expenditures		(79,898)	(284,294)	(436,061)	-	(529,815)	-	-	-	-			
Cash Flow from Financing Activities													
Source - Sale of Receivables				-	-	-	-	-	-	-			
Use - Sale of Receivables				-	-	-	-	-	-	-			
Source - Loans				-	-	-	-	-	-	-			
Use - Loans		3,000,000	250,000	(3,250,000)	-	-	-	-	-	-			
Ending Cash Balance		194,624	441,075	5,777,172	5,343,829	6,621,319	3,926,877	3,848,663	4,594,187	4,930,697			
	5% Reserve Goal	1,117,491	1,247,815	1,313,927	1,378,790	1,538,889	1,651,558	1,675,387	1,732,479	1,786,585			
Net Income as a Percent of Expenses		14.9%	13.5%	12.6%	9.5%	7.8%	4.3%	3.9%	2.3%	1.3%			
Ending Cash as a Percent of Expenses		0.9%	1.8%	22.0%	19.4%	21.5%	11.9%	11.5%	13.3%	13.8%			

Coversheet

Creation of a 115 Trust for employee retiree benefits

 Section:
 III. Financial

 Item:
 G. Creation of a 115 Trust for employee retiree benefits

 Purpose:
 Vote

 Submitted by:
 Related Material:

 DOCS--2261144-v2--Trust Agreement.DOCX
 DOCS--2264326-v1--DOCS-#2264324-v1-COMPARE_Trust_Agreement_x_1_to_x_2.PDF

EL CAMINO REAL ALLIANCE PUBLIC SCHOOL EMPLOYEE RETIREMENT HEALTHCARE BENEFITS TRUST

TRUST AGREEMENT

Dated as of June 1, 2015

Marshall K. Mayotte,

as Grantor and Initial Co-Trustee

and

Melanie Diana Horton,

as Initial Co-Trustee



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THIS TRUST AGREEMENT, dated as of June 1, 2015 (this "Agreement"), is made by Marshall K. Mayotte and Melanie Diana Horton, each an adult resident of the State of California (the "State"), acting hereunder not in their individual capacities but (a) as to Marshall K. Mayotte, solely as grantor (the "Grantor") and initial co-trustee and (b) as to Melanie Diana Horton, solely as initial co-trustee (together with Marshall K. Mayotte, the "Trustees"), and hereby establishes the EL CAMINO REAL ALLIANCE PUBLIC SCHOOL EMPLOYEE RETIREMENT HEALTHCARE BENEFITS TRUST (the "Trust") as a common law trust for the purpose of holding assets (the "Trust Estate") solely for the benefit of one or more specified retirement healthcare benefit plans (the "Plans") sponsored and provided to qualified public school employees and beneficiaries by El Camino Real Alliance ("ECRA"), a California nonprofit public benefit corporation that commenced operation in August 2011 of El Camino Real Charter High School, a California public charter school (the "School") under a conversion charter (the "Conversion Charter") approved by Los Angeles Unified School District, a California school district (the "District"). The Trust is not established for retirement benefits other than public school employee retirement healthcare benefits under the Plans or for retirement benefits with respect to any employee of any employer other than ECRA. Each Plan shall be funded and provided solely in accordance with its terms, as provided in this Agreement and in the Plan Benefit Services Agreement (as hereinafter defined), but subject only to the changes and modifications expressly permitted under this Agreement. This Agreement is made with reference to the following recitals of fact and law:

RECITALS

WHEREAS, (I) pursuant to the District's approval of the Conversion Charter and the laws of the State, ECRA commenced operation of the School at an existing school campus owned by the District and formerly operated by the District as El Camino Real High School, a California public school (the "**Conversion**"); and

WHEREAS, (II) in connection with the Conversion, ECRA exercised its statutory right to be the exclusive "public school employer" of all ECRA public school employees (the "**Public School Employer**") within the meaning of the California Educational Employment Relations Act and under the jurisdiction of the Public Employment Relations Board of the State, and ECRA as Public School Employer has assumed certain public school employee retirement benefit obligations of the District to former District public school employees who have become public school employees of ECRA; and

WHEREAS, (III) in connection with the foregoing, ECRA as Public School Employer has relieved the District of the District's share of the costs of public school employee retirement benefits accruing to former public school employees of the District who have become public school employees of ECRA and who retire subsequent to the Conversion; and

WHEREAS, (IV) in connection with the foregoing, ECRA as the Public School Employer is required to continue, maintain and pay the Public School Employer's share of public school employee retirement benefits for qualified public school employees and

beneficiaries (the "**Mandatory Obligations**"), which but for the Conversion would have been paid by the District for its public school employees; and

WHEREAS, (V) the Mandatory Obligations other than those regarding public school employee retirement healthcare benefits (primarily pension benefits) include the obligations to continue qualified public school employee participation in the government plans ("**Government Plans**") within the meaning of section 414(d) of the Internal Revenue Code of 1986, as amended (as further defined in <u>Section 1.1(c)</u>), of the California Public Employees' Retirement System ("**CalPERS**") and the California State Teachers' Retirement System ("**CalSTRS**") with public school employee accumulation of service credit years to continue in the same accounts and with the same retirement benefit calculations as all other CalPERS and CalSTRS public school employee participants, and to fund the Public School Employer's share of the costs thereof; and

WHEREAS, (VI) the Mandatory Obligations regarding public school employee retirement healthcare benefits include, in lieu of continued participation in District-sponsored public school employee retirement healthcare benefit plans, the establishment, funding, procurement and provision by ECRA as the Public School Employer under comparable Government Plans providing public school employee retirement healthcare benefits to qualified public school employees and beneficiaries, with the same public school employee accumulation of service credit years and with retirement healthcare benefit calculations comparable to or greater than those established under District-sponsored Government Plans; and

WHEREAS, (VII) based on available actuarial and other information, ECRA has determined that its Mandatory Obligations to establish and fund the Plans as public school employee retirement healthcare benefit plans for qualified public school employees and their beneficiaries (collectively, "**Plan Beneficiaries**") and the Public School Employer's cost of benefits under the Plans ("**Plan Benefits**") has resulted in the accrual of unfunded OPEB Liabilities (as hereinafter defined); and

WHEREAS, (VIII) the Board of Directors of ECRA (the "**Board**") has determined that it is desirable for ECRA to arrange for the funding and procurement of Plan Benefits under the Plans, both (A) to provide funding solely for the Public School Employer's (and not public school employees') contributions for Plan Benefits and (B) to manage ECRA's budget, operations and certain obligations of ECRA with respect to the Plans and Plan Benefits; and

WHEREAS, (IX) the Board has requested the Grantor and the Trustees to execute and deliver this Trust Agreement substantially in the form approved by the Board, but incorporating such modifications as may be necessary to carry out the purposes of this Trust Agreement (including, without limitation, those provided in this Agreement), and the Grantor and the Trustees are willing to make the grant under this Agreement and to accept the trusts established under this Agreement, in accordance with the terms of this Agreement; and

WHEREAS, (X) the execution and delivery of this Agreement by the Grantor and the Trustees as authorized officers of ECRA are pursuant to due authorization of the Board;

NOW, THEREFORE, the Grantor hereby grants, and the Trustees hereby accept and agree to hold, all assets and funds in trust transferred to the Trust under this Agreement and under the Plan Benefit Services Agreement, but subject to the provisions of this Agreement, as follows:

ARTICLE 1 DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.1 <u>Definitions.</u>

All references herein to "the Agreement" or "this Agreement" are to this Trust Agreement, and all references herein to Articles, Sections, subsections and Exhibits are to Articles, Sections, subsections and Exhibits of this Agreement, unless otherwise specified. Unless otherwise defined herein, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in this <u>Section 1.1</u>.

- (a) **"Asset Manager"** means any banking or financial institution engaged by the Trust for the purpose of managing the investment, sale and liquidation of assets of the Trust Estate.
- (b) **"Articles of Incorporation"** means the Articles of Incorporation of ECRA, as amended from time to time.
- (c) **"Authorized Officer"** means (i) as to ECRA, the Chief Financial Officer of ECRA or any designee of the Chief Financial Officer of ECRA; and (ii) as to the Trust, the Executive Director of the Trust or any designee of the Executive Director.
- (d) **"By-Laws"** means the By-Laws of ECRA as adopted and amended by the Board from time to time.
- (e) "**Code**" means the Internal Revenue Code of 1986, as amended, together with regulations, procedures and guidance provided from time to time by the Internal Revenue Service (including, without limitation, any private letter ruling issued with respect to the Trust).
- (f) "**Compliance Manager**" means any firm engaged by the Trust for the purposes of preparing valuations of assets of the Trust Estate, compliance by the Trust with covenants herein for maintaining the federal tax exemption of Trust income pursuant to the provisions of section 115 of the Code, and compliance by Asset Managers with investment policies adopted by the Trust from time to time, including, without limitation, the definition of the term "Permitted Investments" in this Agreement.

- (g) "**Corporate Co-Trustee**" means [you may select a Schwab corporate trust entity or other entity legally qualified to provide corporate trust services in *California*] or a corporate bank co-trustee eligible under the provisions of <u>Section 5.10</u>, which Trustee shall have no voting power with respect to decisions of the Trustees.
- (h) **"Executive Director"** means the Chief Financial Officer of ECRA or any designee of the Chief Financial Officer of ECRA.
- (i) **"Governing Documents"** means, severally and collectively, the Articles of Incorporation, the By-Laws and the Conversion Charter.
- (j) "OPEB Liabilities" means ECRA's Mandatory Obligations with respect to public school employee retirement healthcare benefits that ECRA has contracted, or contracts in the future, to provide its qualified public school employees and retired public school employees and their beneficiaries, other than pension benefits, and excludes any retirement benefits of any nature provided by any entity other than ECRA (including, without limitation, CalPERS, CalSTRS or the District).
- (k) **"Participation Trust"** means any multi-employer trust in which the Trust may deposit funds in accordance with the provisions and limitations of this Agreement; provided, however, that no entity which is not a state, a political subdivision of a state, or an entity the income of which is excluded from gross income under section 115 of the Code, may participate in the Trust or in any Participation Trust in which the Trust may participate.
- (I) "Permitted Investments" means any form or type of investment which, after due consultation with and reliance upon the applicable Asset Manager, may deemed prudent by a majority of the Voting Trustees, with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct of an enterprise of a like character and with like aims, and with diversification of the investments of the funds so as to minimize the risk of loss and to maximize the rate of return, unless under the circumstances it is clearly prudent not to do so.
- (m) "**Person**" means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, incorporated organization, or government or any agency, political subdivision or instrumentality thereof.
- (n) "Plan Benefit Services Agreement" means the agreement, as it may from time to time be amended and restated, between ECRA and the Trust pursuant to which ECRA agrees to make payments to the Trust as consideration solely

for Plan Benefits and related services to be procured or provided by the Trust to or for the benefit of the Plans and Plan Beneficiaries.

- (o) "Qualified Successor Organization" means any successor to ECRA described in <u>Section 2.1(a)</u>, the assets of which are irrevocably dedicated to public benefit purposes, and no part of the net earnings, properties or assets of which, on dissolution or otherwise, shall inure to the benefit of any Person who is not another public charter school, a traditional public school, or a political subdivision, government agency or instrumentality the District or the State.
- (p) "**Responsible Officer**" means (i) when used with respect to an individual Trustee, such Trustee, and (ii) when used with respect to a corporate Trustee, any vice president or other designated officer of such corporate Trustee customarily performing functions similar to those performed by any of the above designated officers in each case assigned to or employed by the corporate trust department of such Trustee and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his or her knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of applicable provisions of this Agreement.
- (q) "**Trust Account**" means the account established by <u>Section 3.9</u>.
- (r) "Trustees" means, severally and collectively, (i) the Trustees initially entering into this Agreement and their respective successors; and (ii) effective upon their appointment pursuant to the provisions of <u>Section 3.6</u>, such additional Trustees so appointed and their respective successors.
- (s) **"Trust Office"** has the meaning assigned thereto in <u>Section 3.2</u>.
- (t) **"Voting Trustee"** means each Trustee not appointed pursuant to the provisions of <u>Section 3.6(a)</u> of this Agreement.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

Section 2.1 <u>Representations and Warranties of the Grantor.</u>

The Grantor hereby represents and warrants to the Trustees and any Corporate Co-Trustee, and acting by and on behalf of and at the direction of ECRA, that:

- (a) Each of the Recitals in the forepart of this Agreement is true and correct.
- (b) ECRA is a California nonprofit public benefit corporation whose assets are irrevocably dedicated to public benefit purposes, and no part of the net earnings, properties or assets of ECRA, on dissolution or otherwise, shall inure

to the benefit of any Person who is not a political subdivision, government agency or instrumentality thereof. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of ECRA shall be distributed to a nonprofit fund, foundation or corporation that is organized and operated exclusively for educational purposes and is an organization described in section 501(c)(3) of the Code or a Qualified Successor Organization, as such term is defined in Section 1.1(1).

- (c) Pursuant to the Governing Documents, ECRA's activities and affairs are managed, and all of its corporate powers are exercised, by or under the direction of the Board, which shall have no fewer than six (6) and no more than eleven (11) members, of which: (i) not more than one (1) of whom may be a representative appointed by the District; (ii) at least two (2) of whom shall be community representatives elected by the Board; (iii) at least one (1) of whom shall be a parent representative elected by the parent body (one vote per family); (iv) two to three (2 3) of whom shall be teacher representatives elected by all teachers; and (v) one (1) of whom shall be a classified representative elected by all classified public school employees. No teacher or classified representative elected to the Board shall be employed or compensated by ECRA. If the District appoints a Board representative, then the Board may appoint an additional community representative.
- (d) Pursuant to the Conversion Charter as approved by the District, upon closure of the School, whether by charter revocation, charter non-renewal or otherwise, the School will revert back to a District school.
- (e) In accordance with the transition relief prior to the effective date of final regulations under section 414(d) of the Code regarding participation in a state or local retirement system that covers public school employees of a charter school consistent with the "governmental plan" characterization of any such system, as published in Internal Revenue Bulletin 2015-6 as Notice 2015-7 (the "**Notice**"), ECRA desires as the Public School Employer to fulfill the Mandatory Obligations, in accordance with the guidance and example described in the Notice, and for that purpose the Grantor makes the representations and warranties in the following subparagraphs of this <u>Section 2.1(e)</u>:
 - (i) in accordance with paragraph (a) of Part III(A) of the Notice, the Conversion Charter and State law, ECRA is a nonsectarian independent public school of choice that serves an essential governmental purpose by providing tuition-free secondary education for grades 9 through 12;
 - (ii) in accordance with paragraph (b) of Part III(A) of the Notice, the Conversion Charter and State law, ECRA is established and operated in accordance with specific State statutes authorizing the granting of

charters to create independent public schools and the establishment of independent public schools;

- (iii) in accordance with paragraph (c) of Part III(A) of the Notice, the Conversion Charter and State law, participation in State or local retirement systems by ECRA's public school employees is expressly required and permitted thereunder;
- (iv) in accordance with paragraph (d)(2) of Part III(A) of the Notice, the Conversion Charter and State law:

(A) the primary source of ECRA's funding is the State, funded through State appropriations based on the School's average daily attendance on a basis similar to the funding mechanism for traditional public schools;

(B) the rights of the public school employees of ECRA to their accrued benefits under defined benefit governmental plans as described in section 414(d) of the Code (including CalPERS, CalSTRS and the Plans as State and local retirement systems in which ECRA participates as a Public School Employer and has Mandatory Obligations imposed by the District to make all public school employer contributions that otherwise would be the legal responsibility of the District and to the same or greater extent than those that apply to District public school employees) are not dependent on whether ECRA continues to participate in any system, and in the event ECRA were to cease participation, a governmental entity (being CalPERS, CalSTRS, the Plans or, in the event of reversion of the School to the District, ECRA and/or the District, as applicable) has responsibility for the accrued benefits of ECRA's public school employees, including the continued funding of the accrued benefits, to no lesser extent than a governmental entity has responsibility for the continued funding of the accrued benefits of the public school employees of any other participating public school employer in such system in the event that ECRA were to cease to be a participating Public School Employer;

(C) as the Public School Employer, ECRA is part of a local educational agency, as defined in 20 U.S.C. § 7801(26) and is subject to the significant regulatory control, audit and oversight by the State (including, without limitation, the State Department of Education, or the "SDOE") and by the District, being a political subdivision of the State;

(D) ECRA is held accountable by the District as the authorizing public chartering agency as defined in 20 U.S.C. § 7221i(4),

which has the power and authority under State law to approve, renew and revoke the Conversion Charter of ECRA and to approve charters for the creation of independent public schools and to hold ECRA accountable for results;

(E) ECRA is required to comply with the same health and safety standards, as well as academic accountability standards (including without limitation participation in State-mandated testing programs) and financial accountability standards (including without limitation generally accepted accounting standards of fiscal management), that are similar to those that are generally applicable to other public schools in the State, and ECRA is required to engage and does engage in an annual, independent, outside audit by a firm of certified public accountants of its financial and administrative operations and is required to provide and does provide copies of each audit to the SDOE and the District; and

(F) ECRA must comply with rules and implementing statutes of the State and policies of the District that prescribe how appropriations of State and other governmentally sourced funds may be spent; and

(G) all financial interests of ownership in ECRA are held by ECRA as an instrumentality of the District as a political subdivision of the State, and upon dissolution or final liquidation of ECRA, the Governing Documents require ECRA's net assets to be distributed to another public school that meets the requirements set forth in paragraphs (a) through (e) of Part III(A) of the Notice.

- (f) the Grantor has been duly authorized and directed by ECRA and has full power, authority, and legal right to execute, deliver, and perform this Agreement and to create the Trust created hereby, and the Grantor has taken all necessary action to authorize the execution, delivery and performance of this Agreement and the creation of the Trust;
- (g) the execution, delivery, and performance by the Grantor of this Agreement and the creation of the Trust do not violate the Constitution of the State or any requirement of the law of the State governing the Grantor's power or authority, any order, writ, judgment, or decree of any court, arbitrator or governmental authority applicable to the Grantor or any of the assets granted hereunder, or applicable to the creation or existence of the Trust;
- (h) the execution, delivery, and performance of this Agreement and the creation of the Trust do not require the authorization, consent or approval of, the

giving of notice to, the filing or registration with, or the taking of any other action in respect of, any governmental authority or agency; and

(i) this Agreement has been duly executed and delivered by the Grantor and constitutes the legal, valid, and binding agreement of the Grantor, enforceable against the Grantor in accordance with the terms hereof, except as enforceability may be limited by bankruptcy, insolvency, reorganization, and other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

Section 2.2 <u>Representations and Warranties of the Trustees.</u>

Each Trustee and Corporate Co-Trustee hereby represents and warrants to the Grantor that:

- (a) he is an adult resident of the State or is a Person authorized to conduct business in the State, with full capacity, power, authority and legal right to execute, deliver and perform this Agreement and to act as Trustee or Corporate Co-Trustee, as applicable, hereunder;
- (b) the execution, delivery and performance of this Agreement and acceptance of the Trust created hereby do not violate any order, writ, judgment or decree of any court, arbitrator or governmental authority applicable to such Trustee;
- (c) the execution, delivery and performance of this Agreement and acceptance of the Trust created hereby do not require the authorization, consent or approval of, the giving of notice to, the filing or registration with, or the taking of any other action in respect of, any governmental authority or agency; and
- (d) this Agreement has been duly executed and delivered by such Trustee and constitutes the legal, valid and binding agreement of such Trustee, enforceable against such Trustee in accordance with the terms hereof, except as enforceability may be limited by bankruptcy, insolvency, reorganization, and other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

ARTICLE 3 ORGANIZATION AND APPOINTMENTS

Section 3.1 <u>Name.</u>

The Trust created hereby shall be known as the "El Camino Real Alliance Public School Employee Retirement Healthcare Benefits Trust", in which name the Trustees and Corporate Co-Trustee may conduct the business of the Trust, make and execute contracts

and other instruments on behalf of the Trust and sue and be sued on behalf of the Trust. In addition, the Trustees and Corporate Co-Trustee may conduct the business of the Trust in their own names, as trustees hereunder, to the extent deemed necessary or appropriate by such Trustees, in their sole discretion.

Section 3.2 Office; Fiscal Year.

The office of the Trust shall be in care of the Trustees at the administrative headquarters of ECRA (the "**Trust Office**"), or at such other address as the Trustees may designate by written notice to ECRA. Each fiscal year of the Trust shall commence July 1 and end on the next following June 30; provided, however, that the first fiscal year of the Trust began as of June ____, 2015, and shall end June 30, 2015.

Section 3.3 <u>Purposes and Powers.</u>

The purpose of the Trust is to engage solely in the following activities and no other activities:

- (a) to accept and hold in trust payments made from time to time by or on behalf of ECRA (but in all cases excluding any payments made by public school employees, retired public school employees or their beneficiaries or any other third party) pursuant to the Plan Benefit Services Agreement and to fund, procure and deliver to or solely for the benefit of the Plans and no other benefit plan, the services and benefits designated under the Plan Benefit Services Agreement, and otherwise to perform its obligations under the Plan Benefit Services Agreement;
- (b) to acquire, manage, administer, pledge, assign, sell, and collect Permitted Investments and all other assets of the Trust and to apply any amounts collected with respect thereto;
- (c) to accumulate assets for the sole benefit of the Plans and thereby satisfy all or a portion of ECRA's Mandatory Obligations under the Plans and not any other benefit plans or plans which are not solely for the benefit of ECRA public school employees, retired ECRA public school employees and their eligible beneficiaries;
- (d) to procure and deliver, or to reimburse ECRA for the procurement and delivery of, benefits and services as provided under the Plan Benefit Services Agreement and for no other purpose, and specifically excluding any other benefit plan or plans which are not solely for the benefit of ECRA public school employees, retired ECRA public school employees and their eligible beneficiaries; and
- (e) to engage in those activities, including (without limitation) entering into agreements, that are necessary, suitable or convenient to accomplish the

foregoing or are incidental thereto or connected therewith, excluding, however, any activity that would in and of itself result in any default under this Agreement.

The Trust shall not engage in any activity other than in connection with the foregoing (subject, however, the foregoing restrictions of this <u>Section 3.3</u>) or as required by applicable law. Without limitation on the foregoing, the Trust shall not accept funds provided to it with regard to any benefit plan other than the Plans, nor shall the Trust provide benefits to any Person other than an ECRA public school employee, retired ECRA public school employee or eligible beneficiary.

Section 3.4 Declaration of Trust.

The Trustees and the Corporate Co-Trustee hereby declare that they shall hold the Trust Estate as herein provided solely for the benefit of the Plans and for no other benefit, from and after the date hereof until termination of the Trust as herein provided. It is the intention of the parties that the Trust shall constitute a common law trust under the laws of the State and that this Agreement shall constitute the governing instrument of such trust. The Trustees and the Corporate Co-Trustee shall have all rights, powers, and duties set forth herein and, to the extent not inconsistent herewith, in the applicable laws with respect to accomplishing the purposes of the Trust.

Section 3.5 Expenses.

Pursuant to the Plan Benefit Services Agreement, the Trust shall obtain funds for the payment of its organizational and administrative expenses as they may arise or shall, upon the request of any Trustee, promptly reimburse such Trustee for any such expenses paid or incurred by such Trustee. Such expenses may be paid from the Trust Estate.

Section 3.6 <u>Appointment of Trustees.</u>

As soon as practicable, but in any event prior to the deposit in or payment to the Trust of any funds or assets other than the deposit provided under <u>Section 3.9(a)</u>, the Trustees, acting solely on the authorization of ECRA, shall appoint additional and/or successor Trustees as specifically designated by an Authorized Officer of ECRA acting pursuant to the authorization of ECRA, as follows:

- (a) one directed Corporate Co-Trustee shall be [you may select a Schwab corporate trust entity or other entity eligible to provide corporate trust services in California], or a corporate bank co-trustee eligible under the provisions of Section 5.10, which Corporate Co-Trustee shall have no voting power with respect to decisions of the Trustees hereunder; and
- (b) at all times the number of Trustees with voting power shall be at least three(3) or any greater number which is not integrally divisible by two (2), but in all

events solely as determined by an Authorized Officer of ECRA acting under the authorization of ECRA.

All of the provisions of this <u>Section 3.6</u> and any other provisions of this Agreement referring to this <u>Section 3.6</u> shall be subject to the following limitations: (i) any limitation on the term of any Trustee may be established from time to time solely as directed by an Authorized Officer of ECRA acting upon the authorization of ECRA; and (ii) no Trustee shall be appointed by any other Trustee or Trustees, excepting only an Authorized Officer if acting as Trustee pursuant to the authorization of ECRA.

Section 3.7 Appointment of Service Providers.

As soon as practicable, the Voting Trustees shall appoint one or more Asset Managers, one Compliance Manager and such actuaries, auditors, consultants, counsel and other professional service providers, and any successors thereto, each to serve on terms satisfactory to the Voting Trustees but in any event without violation of the covenants provided in <u>Section 4.2</u>. In the event the Voting Trustees fail to appoint an Asset Manager, the Voting Trustees shall have the authority to direct the investment of assets under this Trust Agreement.

Section 3.8 <u>Title to Trust Assets.</u>

Legal title to the Trust Estate shall be vested at all times in the Trust as a separate legal entity except where applicable law in any jurisdiction requires title to any part of the Trust Estate to be vested in a trustee or trustees, in which case title shall be deemed to be vested in the Trustees, a co-trustee, and/or a separate trustee, as the case may be.

Section 3.9 <u>Establishment of Trust Account.</u>

There is hereby created and established a trust account to be established with the Trustees and Corporate Co-Trustee in trust hereunder and known as the El Camino Real Alliance Public School Employee Retirement Healthcare Benefits Trust Account. Any cash in the Trust Account shall be held in the name of the Trust or the Trustees and/or the Corporate Co-Trustee at any depository that is eligible to hold funds of the Trust. Other assets in the Trust Account shall be invested solely in Permitted Investments as provided under Section 3.3(b). The Trustees shall deposit the following to the Trust Account:

- (a) an amount equal to \$1,000 provided by ECRA as its initial payment under the Plan Benefit Services Agreement and deposited therein by the Grantor upon the establishment of the Trust;
- (b) any proceeds received from Permitted Investments and any other investment proceeds of the Trust Estate, but in no event any funds (i) provided by current or former public school employees of ECRA or ECRA retirees or their beneficiaries or any third party or (ii) any funds with respect to any pre-tax
salary reduction or other pre-tax reduction of compensation applicable to any ECRA public school employee or ECRA retiree or their beneficiaries; and

(c) any other amount paid to the Trust by ECRA under the Plan Benefit Services Agreement from time to time solely for the payment of Plan Benefits or related purposes.

Section 3.10 Limitations on Certain Actions.

Unless an Authorized Officer of ECRA shall direct otherwise pursuant to the Plan Benefit Services Agreement, but subject to the provisions of <u>Section 4.2</u>, the Trust may from time to time:

- (a) sell or redeem any Permitted Investments; and
- (b) invest any amounts in the Trust Account in Permitted Investments;

ARTICLE 4 ACTIONS BY TRUSTEES

Section 4.1 <u>Prior Notice to ECRA with Respect to Certain Matters.</u>

The Voting Trustees shall cause the Trust to take any action, not inconsistent with this Agreement or applicable law, that the Voting Trustees determine in their discretion to be necessary or desirable in carrying out the activities of the Trust as set out in Section 3.3. Subject to Section 5.3(g), the Trustees and the Corporate Co-Trustee shall take any action or refrain from taking any action on behalf of the Trust but solely in accordance with written directions by an Authorized Officer of ECRA acting under authorization of ECRA, and shall be fully protected in acting, or refraining from acting, as the case may be, in accordance with such written directions.

Section 4.2 <u>Tax Covenant.</u>

Neither the Trust nor any Trustee shall take any action that (a) is inconsistent with the purposes of the Trust set forth in <u>Section 3.3</u> or (b) would, to the actual knowledge of a Responsible Officer of such Trustee, result in the Trust becoming taxable as a corporation or otherwise impair the tax exemption of trust income pursuant to section 115 of the Code. Without limitation on the foregoing, the Trust shall not enter into any arrangement with any Participation Trust without first obtaining a legal opinion satisfactory in form and substance to the Voting Trustees and to the effect that such arrangement will not impair said tax exemption or expose the Trust or its assets to any proceeding involving the Participation Trust other than through satisfaction of the requirements of this <u>Section 4.2</u>. Without limitation on the foregoing provisions, neither the Trust nor any Trustee shall cause any funds of the Trust however derived to be provided to ECRA or any other Person with respect to any property or operations of ECRA or any other third party or any liability of ECRA that is

not included in the OPEB Liabilities of ECRA, nor shall the Trust have any right or responsibility or other role whatsoever in the management or operations of ECRA.

ARTICLE 5 THE TRUSTEES IN GENERAL

Section 5.1 <u>Appointment Effectiveness.</u>

- (a) No appointment of a Trustee or a Corporate Co-Trustee shall become effective until a written acceptance of appointment is delivered by such Trustee or Corporate Co-Trustee to ECRA and each other Trustee. Following compliance with the preceding sentence, such Trustee and Corporate Co-Trustee shall become fully vested with all the applicable rights, powers, duties and obligations provided hereunder.
- (b) A vacancy shall not be deemed to exist upon the resignation, removal, death or disability to act of any Trustee or Corporate Co-Trustee at any time when there would remain at least three (3) Trustees hereunder.

Section 5.2 Duties.

- (a) The Trustees including the Corporate Co-Trustee undertake to perform such duties, and only such duties, as are specifically set forth for said Trustees in this Agreement, including (without limitation) the administration of the Trust in the interest of the Plans. No implied covenants or obligations shall be read into this Agreement.
- (b) Notwithstanding the foregoing, the Trustees shall be deemed to have discharged all of their duties and responsibilities hereunder to the extent ECRA has agreed to perform any act or to discharge any duty of the Trustees or of the Trust hereunder, and the Trustees shall not be liable for the default or failure of ECRA to carry out its obligations hereunder.
- (c) In the absence of bad faith on his, her or its part, each Trustee or Corporate Co-Trustee may rely conclusively upon certificates or opinions furnished to such Trustee and conforming to the requirements of this Agreement in determining the truth of the statements and the correctness of the opinions contained therein; provided, however, that such Trustee shall have examined such certificates or opinions so as to determine compliance of the same with the requirements of this Agreement.
- (d) No Trustee or Corporate Co-Trustee may be relieved from liability for his, her or its own negligent action, negligent failure to act or willful misconduct, except that:

- (i) this <u>Section 5.2(d)</u> shall not limit the effect of <u>Section 5.2(a)</u> or <u>Section 5.2(b)</u>; and
- (ii) no Trustee or Corporate Co-Trustee shall be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that such Trustee or Corporate Co-Trustee was negligent in ascertaining the pertinent facts.
- (e) Moneys received by the Trustees or Corporate Co-Trustee hereunder need not be segregated in any manner except to the extent required by law and may be deposited under such general conditions as may be prescribed by law, and the Trustees or Corporate Co-Trustee shall not be liable for any interest thereon, except for interest or other earnings actually received pursuant to the investment of such moneys.
- (f) Without limitation on the requirements of the Plan Benefit Services Agreement, the Trustees shall prepare or cause to be prepared, and delivered to ECRA as ECRA may require, annual financial statements (including, without limitation, asset valuations and actuarial determinations) sufficient to enable ECRA properly to reflect in its audited financial statements the net beneficial interest of its Plans in the Trust, together with the report and verification of the Compliance Manager, if applicable.
- (g) Solely upon the direction of an Authorized Officer of ECRA, and solely at the expense of ECRA, the Trustees shall prepare or cause to be prepared and filed, any and all reports, returns, forms and other documents required to maintain compliance with the provisions of <u>Section 4.2</u>, as may be determined by the Compliance Manager, or if such position shall then be vacant, by an Authorized Officer of ECRA.

Section 5.3 <u>Acceptance of Trusts and Duties.</u>

Except as otherwise provided in this <u>Article 5</u>, in accepting the trusts hereby created, each Trustee or Corporate Co-Trustee acts solely as a trustee hereunder and not in his, her, or its individual capacity and all Persons having any claim against any Trustee or Corporate Co-Trustee by reason of the transactions contemplated by this Agreement shall look only to the Trust Estate for payment or satisfaction thereof. The Trustees and Corporate Co-Trustee accept the trusts hereby created and agree to perform the Trustees' duties hereunder with respect to such trusts but only upon the terms of this Agreement. The Trustees and Corporate Co-Trustee also agree to disburse all moneys actually received by them constituting part of the Trust Estate upon the terms of this Agreement. No Trustee or Corporate Co-Trustee shall be liable or accountable hereunder under any circumstances, except for (i) subject to <u>Section 5.2(d)</u>, such Trustee's negligent action, such Trustee's negligent failure to act or such Trustee's willful misconduct or (ii) the inaccuracy of any

representation or warranty made by such Trustee herein or in any certificate or instrument delivered pursuant hereto. In particular, but not by way of limitation:

- (a) no Trustee or Corporate Co-Trustee shall at any time have any responsibility or liability for or with respect to the legality, validity, or enforceability of any Permitted Investment or other investment security, or the perfection and priority of any security interest created in any Permitted Investment or other investment security, or any other Trust Estate, or the maintenance of any such perfection and priority, or for or with respect to the sufficiency of the Permitted Investments or other investment securities or the Trust's ability to generate the payments to be distributed to any creditors of the Trust or to satisfy obligations under the Plan Benefit Services Agreement, including, without limitation: (i) the existence and ownership of any Permitted Investment; or (ii) the validity or perfection of the assignment of any Permitted Investment;
- (b) no Trustee or Corporate Co-Trustee shall be liable with respect to any action taken or omitted to be taken by such Trustee in accordance with the terms hereof and the instructions of an Authorized Officer of ECRA, including without limitation the preparation and filing of any report, return, form or other document required pursuant to <u>Section 5.2(g)</u>;
- (c) no provision of this Agreement shall require any Trustee or Corporate Co-Trustee to expend or risk funds or otherwise incur any financial liability in the performance of any of such Trustee's rights or powers hereunder, if such Trustee shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to such Trustee;
- (d) under no circumstances shall the Trustees or Corporate Co-Trustee be liable for any indebtedness or other obligation of the Trust;
- (e) no Trustee or Corporate Co-Trustee shall be responsible for or in respect of nor does any Trustee make any representation as to the validity or sufficiency of any provision of this Agreement or for the form, character, genuineness, sufficiency, value or validity of either the Trust or the Trust Estate, any Permitted Investment or any portion of the Trust Estate or related documents or instruments, and no Trustee shall in any event assume or incur any liability, duty or obligation to any creditor of the Trust;
- (f) no Trustee or Corporate Co-Trustee shall be liable for the default or misconduct of ECRA under any of the Plans or otherwise, and no Trustee or Corporate Co-Trustee shall have any obligation or liability to perform the obligations of the Trust under this Agreement that are required to be performed by or on behalf of ECRA hereunder;

- (g) no Trustee or Corporate Co-Trustee shall be under any obligation to exercise any of the discretionary rights or powers vested in such Trustee by this Agreement, or to institute, conduct, or defend any litigation under this Agreement or in relation to this Agreement at the request, order, or direction of ECRA unless ECRA has offered to such Trustee security or indemnity satisfactory to such Trustee against the costs, expenses and liabilities that may be incurred by such Trustee (including, without limitation, the reasonable fees and expenses of such Trustee's counsel) therein or thereby; the right of the Trustees or Corporate Co-Trustee to perform any discretionary act enumerated in this Agreement shall not be construed as a duty, and a Trustee or Corporate Co-Trustee shall only be answerable for such Trustee's negligence or willful misconduct in the performance of any such act;
- (h) the provisions of this Agreement, to the extent that they restrict the duties and liabilities of the Trustees or Corporate Co-Trustee otherwise existing at law or in equity, are agreed to and accepted by such Trustees, and all other Persons who may succeed to any duties and liabilities of any Trustee or Corporate Co-Trustee;
- (i) no Trustee or Corporate Co-Trustee shall be required to take any action hereunder if such Trustee shall have reasonably determined, or shall have been advised by counsel, that such action is likely to result in liability on the part of such Trustee or is contrary to the terms hereof or is otherwise contrary to law; this <u>Section 5.3(i)</u> shall not obligate any Trustee or Corporate Co-Trustee to make any investigation of, or determination with respect to, any written instruction from an Authorized Officer of ECRA; and
- (j) no Trustee or Corporate Co-Trustee shall be personally liable for any action or omission of any other Trustee (including any predecessor or successor).

Section 5.4 <u>Action upon Instruction by ECRA.</u>

- (a) Any Authorized Officer of ECRA may, by written instruction, direct the Trustees or Corporate Co-Trustee in the management of the Trust.
- (b) At such time as any Trustee is an Authorized Officer of ECRA, any action taken by such Trustee hereunder shall be deemed to be pursuant to written direction of an Authorized Officer of ECRA, and such Trustee shall not be required to obtain any such writing. However, any Trustee may, in his, her or its discretion, require such a writing to be delivered. If at any time there shall be no Trustee which is an Authorized Officer of ECRA, then for all purposes of this Agreement any Trustee directed by an Authorized Officer of ECRA shall be deemed to be appointed by ECRA.

(c) Whenever the Trustees are unable to decide between or among alternative courses of action permitted or required by the terms of this Agreement, or are unsure or disagree as to the application, intent, interpretation or meaning of any provision of this Agreement, the Trustees shall promptly give notice (in such form as shall be appropriate under the circumstances) to an Authorized Officer of ECRA requesting instruction as to the course of action to be adopted, and, to the extent a Trustee acts in good faith in accordance with any such instruction received, such Trustee shall not be liable on account of such action to any Person. If a Trustee shall not, in the reasonable judgment of such Trustee, have received appropriate instructions within ten (10) days after such notice has been given (or within such shorter period of time as reasonably may be specified in such notice or may be necessary under the circumstances), such Trustee may, but shall be under no duty to, take or refrain from taking such action which is consistent, in such Trustee's view, with this Agreement, and as such Trustee shall deem to be in the best interests of the Plans, and such Trustee shall have no liability to any Person for any such action or inaction.

Section 5.5 <u>Furnishing of Documents.</u>

The Trustees or Corporate Co-Trustee shall furnish to ECRA, promptly upon receipt of a written request therefor, duplicates or copies of all reports, notices, requests, demands, certificates, financial statements, and any other instruments furnished to the Trustees with respect to any Permitted Investments or any other assets of the Trust.

Section 5.6 <u>Reliance; Advice of Counsel.</u>

(a) No Trustee or Corporate Co-Trustee shall incur any liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document believed by such Trustee to be genuine and believed by such Trustee to be signed by the proper party or parties and need not investigate any fact or matter pertaining to or in any such document. The Trustees or Corporate Co-Trustee may accept a certified copy of a resolution of the Board of ECRA or of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the method of the determination of which is not specifically prescribed herein, the Trustees or Corporate Co-Trustee may for all purposes hereof rely on a certificate, signed by an Authorized Officer of ECRA or by the president or any vice president or by the treasurer or other authorized officers of any other relevant party, as to such fact or matter, and such certificate shall constitute full protection to the Trustees or Corporate Co-Trustee for any action taken or omitted to be taken by such Trustees in good faith in reliance thereon.

(b) In the exercise or administration of the trusts hereunder and in the performance of the Trustees' or Corporate Co-Trustee's duties and obligations under this Agreement, the Trustees or Corporate Co-Trustee: (i) may, at the expense of ECRA, act directly or through agents, attorneys, custodians, or nominees (including, without limitation, the granting of a power of attorney to any Trustee's Responsible Officers on behalf of such Trustee) pursuant to agreements entered into with any of them, and no Trustee or Corporate Co-Trustee shall be liable for the conduct or misconduct of such agents, attorneys, custodians, or nominees if such agents, attorneys, custodians or nominees shall have been selected by the Voting Trustees with reasonable care; and (ii) may, at the expense of ECRA, consult with counsel, accountants, and other professionals to be selected with reasonable care by the Trustees. No Trustee or Corporate Co-Trustee shall be liable for anything done, suffered or omitted in good faith by such Trustee in accordance with the opinion or advice of any such counsel, accountant or other such Persons and which is not contrary to this Agreement.

Section 5.7 <u>Replacement of the Trustees.</u>

- (a) Subject to <u>Section 5.7(e)</u>, any Trustee or Corporate Co-Trustee may resign at any time and be discharged from the trusts hereby created by giving thirty (30) days' prior written notice thereof to ECRA and to each other Trustee.
- (b) Subject to <u>Section 5.7(e)</u>, and with or without cause, any Authorized Officer of ECRA may remove any Trustee or Corporate Co-Trustee by delivering a written instrument to each Trustee. An Authorized Officer of ECRA shall remove a Trustee or Corporate Co-Trustee if:
 - (i) such Trustee shall cease to be eligible in accordance with the provisions of <u>Section 5.10</u> and shall fail to resign after written request therefor by an Authorized Officer of ECRA;
 - (ii) such Trustee shall be adjudged bankrupt or insolvent;
 - (iii) a receiver or other public officer shall be appointed or take charge or control of such Trustee or of such Trustee's property or affairs for the purpose of rehabilitation, conservation or liquidation; or
 - (iv) such Trustee shall otherwise be incapable of acting.
- (c) Pursuant to the Plan Benefit Services Agreement, ECRA shall pay any fees and expenses owed to any former Trustee.
- (d) If a vacancy (for purposes of <u>Section 5.1(b)</u>) would exist in the office of Trustee upon the resignation or removal of any Trustee, an Authorized Officer of ECRA shall promptly appoint a successor Trustee as provided in <u>Section 3.6</u>.

- (e) Any resignation or removal of a Trustee or Corporate Co-Trustee shall not become effective until any fees and expenses due to the former Trustee are paid. No resignation or removal of a Trustee that would result in a vacancy (for purposes of <u>Section 5.1(b)</u>) shall become effective until a successor Trustee is appointed as provided in <u>Section 5.7(d</u>).
- (f) Any former Trustee or Corporate Co-Trustee shall upon payment of such Trustee's fees and expenses transfer and (where applicable) deliver to a remaining Trustee or the successor Trustee all documents (including, without limitation, all Permitted Investments) and statements and moneys held by such Trustee under this Agreement. The Trustees and the former Trustee shall execute and deliver such instruments and do such other things as may reasonably be required for fully and certainly vesting and confirming in the successor Trustee all such rights, powers, duties and obligations.

Section 5.8 <u>Merger or Consolidation of Trustee.</u>

At such time as there is a Corporate Co-Trustee, any corporation into which such Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which such Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of such Trustee, shall be the successor of such Trustee hereunder, provided such corporation shall be eligible pursuant to <u>Section 5.10</u>, and without the execution or filing of any instrument or any further act on the part of any of the parties hereto; provided, however, that such Trustee shall mail notice of such merger or consolidation to ECRA and to each other Trustee.

Section 5.9 Appointment of Co-Trustee or Separate Trustee.

(a) Notwithstanding any other provisions of this Agreement, at any time: (i) for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located, or (ii) for such other purposes as ECRA and the Trustees may determine, any Authorized Officer of ECRA shall have the power and shall execute and deliver all instruments to appoint one or more Persons to act as co-trustee or co-trustees, jointly with the Trustees, or as separate trustee or trustees, of all or any part of the Trust Estate, and to vest in such Person or Persons, in such capacity, such title to the Trust Estate, or any part thereof, and, subject to the other provisions of this Section 5.9, such powers, duties, obligations, rights, and trusts as ECRA may consider necessary or desirable. If no Authorized Officer of ECRA shall have made any such appointment under clause (i) above within fifteen (15) days after the receipt by ECRA of a request so to do, for all purposes of this Agreement ECRA shall be deemed to have appointed such Trustee as the Trustees may designate. No co-trustee or separate trustee under this

Agreement shall be required to meet the terms of eligibility as a successor trustee pursuant to <u>Section 5.10</u>.

- (b) Each separate trustee and co-trustee shall, to the extent permitted by law, be appointed and act subject to the following provisions and conditions:
 - (i) all rights, powers, duties, and obligations conferred or imposed upon the Trustees shall be conferred upon and exercised or performed by the Trustees and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Trustees joining in such act), except (A) to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed, the Trustees (or any of them) shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties, and obligations (including, without limitation, the holding of title to the Trust Estate or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, or jointly by such separate trustee or co-trustee and any competent or qualified Trustee, but solely at the direction of the Trustees, or (B) as expressly provided by the terms of such appointment;
 - (ii) no trustee under this Agreement shall be personally liable by reason of any act or omission of any other trustee under this Agreement; and
 - (iii) Any Authorized Officer of ECRA acting or expressly deemed under the provisions of this Agreement to be acting as a Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee.
- (c) Any notice, request, or other writing given to the Trustees shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Agreement and the conditions of this <u>Article 5</u>. Each separate trustee and co-trustee, upon his, her or its acceptance of the trusts conferred, shall be vested with the estates or property specified in the instrument of appointment, either jointly with the Trustees or separately, as may be provided therein, subject to all of the provisions of this Agreement, specifically including every provision of this Agreement relating to the conduct of, affecting the liability of or affording protection to the Trustees. Each such instrument shall be filed with the Trustees and a copy thereof given to ECRA.
- (d) Any separate trustee or co-trustee which is an Authorized Officer of ECRA or pursuant to <u>Section 5.9(a)</u> may at any time appoint the Trustees as his, her or its agent or attorney-in-fact with full power and authority, to the extent not

prohibited by law, to do any lawful act under or in respect of this Agreement on behalf and in the name of such separate trustee or co-trustee. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of his, her, or its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Trustees, to the extent permitted by law, without the appointment of a new or successor trustee.

Section 5.10 Eligibility Requirements for Section 3.6(a) Trustees.

Each Corporate Co-Trustee appointed pursuant to <u>Section 3.6(a)</u> shall at all times be a corporate trustee that: (a) is authorized to exercise corporate trust powers, (b) has a combined capital and surplus of at least \$50,000,000, and (c) is subject to supervision or examination by federal or state authorities. If such corporation shall publish reports of condition at least annually, pursuant to law or the requirements of any supervising or examining authority, then for the purpose of this <u>Section 5.10</u>, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time any such Trustee shall cease to be eligible in accordance with the provisions of this <u>Section 5.10</u>, such Trustee shall resign immediately in the manner and with the effect specified in <u>Section 5.7</u>.

ARTICLE 6 TERMINATION OF AGREEMENT

Section 6.1 <u>Termination of Agreement.</u>

- (a) This Agreement and the Trust shall terminate and be of no further force or effect upon the final disbursement by the Trustees of all moneys or other property or proceeds of the assets of the Trust Estate in accordance with the terms of this Agreement (the "**Trust Termination Date**").
- (b) No Person shall be entitled to revoke or terminate the Trust (except as provided in Section 6.1(a)).
- (c) Any funds remaining in the Trust after such Trust Termination Date shall be deemed property of the applicable Plan; provided, however, that in no case will any property of the Trust be distributed to an entity that is not: (i) a state, (ii) a political subdivision of a state or (iii) an entity the income of which is excluded from gross income under section 115 of the Code.

ARTICLE 7 MISCELLANEOUS

Section 7.1 <u>No Legal Title to Trust Assets; No Diversion of Trust Assets.</u>

ECRA shall not have legal title to any part of the Trust Estate. No transfer, by operation of law or otherwise, of any right of ECRA hereunder shall operate to terminate this Agreement

or the trusts hereunder or entitle any transferee to an accounting or to the transfer to it of legal title to any assets of the Trust. Without limitation on the foregoing provisions, all assets of the Trust Estate shall be held in trust for the exclusive purpose of providing postemployment health care and related benefits to the applicable Plan for distribution to eligible ECRA retirees and their dependents to the extent said retirees and dependents are entitled to receive such benefits under such Plan and defraying the reasonable administrative, legal, actuarial, audit, reporting and compliance expenses of such Plan.

Section 7.2 Limitations on Rights of Others; Exclusive Benefit.

Except as expressly provided in herein, the provisions of this Agreement are solely for the benefit of the Trustees, including the Corporate Co-Trustee, the Plans and ECRA, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim in the Trust Estate or under or in respect of this Agreement or any covenants, conditions or provisions contained herein; provided, however, that in all events the assets of the Trust shall be held in trust for the exclusive purpose of providing post-employment health care and related benefits to the applicable Plan for distribution to eligible ECRA retirees and their dependents pursuant to ECRA's policies and applicable collective bargaining agreements, and defraying the reasonable expenses associated with the providing of such benefits, and shall not be used for or diverted to any other purpose.

Section 7.3 <u>Notices.</u>

All demands, notices, and communications upon or to ECRA or the Trustees under this Agreement shall be in writing, personally delivered, sent by electronic mail or mailed by first class mail or sent by overnight courier, and shall be deemed to have been duly given upon receipt:

(a) in the case of ECRA at the following address:

El Camino Real Alliance Attention: Chief Business Officer 5440 Valley Circle Boulevard Woodland Hills, California 91367

- (b) in the case of the Trust or the Trustees, to the Trustees at the Trust Office and any additional office designated in writing by any Trustee to all Trustees; and
- (c) in the case of the Corporate Co-Trustee to the office of the Corporate Co-Trustee designated in writing by such Trustee.

Any of the above addresses for notice may be changed by the party to receive such notice hereunder by providing written notice of such change to each of the other parties as provided in this <u>Section 7.3</u>.

Section 7.4 <u>Severability.</u>

If any one or more of the covenants, agreements, provisions, or terms of this Agreement shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions, or terms shall be deemed severable from the remaining covenants, agreements, provisions, or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.

Section 7.5 <u>Amendments.</u>

This Agreement may not be amended without the prior written consent of an Authorized Officer of ECRA; subject to the foregoing, this Agreement may be amended by the Trustees (and Corporate Co-Trustee, to the extent any interest, duty, liability or immunity or other provision of this Agreement may be affected thereby); provided, however, that the provisions of <u>Section 4.2</u> shall not be amended without a legal opinion of nationally recognized counsel to the Trust, to the effect that such amendment, in and of itself, will not cause the Trust to become an entity the income of which is not exempt from federal income taxation pursuant to section 115 of the Code.

Section 7.6 Form of Amendments.

- (a) Subject to the conditions and limitations provided in <u>Section 7.5</u>, no amendment of this Agreement shall be effective unless it is contained in a writing executed by not less than two Voting Trustees.
- (b) Promptly after the execution of any amendment pursuant to <u>Section 7.5</u> and subsection (a) above, the Trustees shall furnish full copies of such amendment to each Trustee not an original signatory to such amendment.
- (c) Prior to the execution of any amendment to this Agreement, the Trustees shall be entitled to receive and rely upon an opinion of counsel stating that the execution of such amendment is authorized or permitted by this Agreement, including without limitation the provisions of <u>Section 7.5</u>. The Trustees may, but shall not be obligated to, enter into any such amendment that affects the Trustees' own rights, duties, or immunities under this Agreement or otherwise.

Section 7.7 <u>Counterparts.</u>

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Section 7.8 <u>Successors and Assigns.</u>

All covenants and agreements contained herein shall be binding upon, and inure to the benefit, of the Plans and the Trustees and Corporate Co-Trustee and their respective successors and permitted assigns, all as herein provided.

Section 7.9 <u>Headings.</u>

The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 7.10 Valuation.

The Assets of the Trust shall be valued at their fair market value on the date of valuation, as determined by the Trustee based upon such sources of information as it may deem reliable; provided, however, that ECRA or a Compliance Manager, if applicable, shall instruct the Trustee as to valuation of assets which are not readily determinable on an established market. The Trustee may rely conclusively on such valuations provided by the ECRA or a Compliance Manager, as the case may be, and shall be indemnified and held harmless by ECRA with respect to such reliance. If neither ECRA nor any Compliance Manager provides such values, any Corporate Co-Trustee or any Voting Trustee may take whatever action it deems reasonable, including employment of attorneys, appraisers or other professionals, the expense of which will be an expense of administration of the Trust. Transactions in the Trust Account involving such hard-to-value assets shall be postponed until appropriate valuations have been received, and no Trustee or Co-Trustee shall have liability therefor.

Section 7.11 <u>Governing Law.</u>

This Agreement shall be construed in accordance with the laws of the State, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws; provided, however, that any provision of this Agreement relating to the exemption from federal income taxation of Trust income under section 115 of the Code shall be construed in accordance with the federal laws of the United States.

[signatures appear on next page]

IN WITNESS WHEREOF, the Grantor and the Initial Co-Trustees have caused this Trust Agreement to be duly executed, all as of the day and year first above written.

MARSHALL K. MAYOTTE, as Grantor and Initial Co-Trustee

MELANIE DIANA HORTON, as Initial Co-Trustee

EL CAMINO REAL ALLIANCE PUBLIC SCHOOL EMPLOYEE RETIREMENT HEALTHCARE BENEFITS TRUST

TRUST AGREEMENT

Dated as of June 1, 2015

Marshall K. Mayotte,

as Grantor and Initial Co-Trustee

and

Melanie Diana Horton,

as Initial Co-Trustee



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THIS TRUST AGREEMENT, dated as of June 1, 2015 (this "Agreement"), is made by Marshall K. Mayotte and Melanie Diana Horton, each an adult resident of the State of California (the "State"), acting hereunder not in their individual capacities but (a) as to Marshall K. Mayotte, solely as grantor (the "Grantor") and initial co-trustee and (b) as to Melanie Diana Horton, solely as initial co-trustee (together with Marshall K. Mayotte, the "Trustees"), and hereby establishes the EL CAMINO REAL ALLIANCE PUBLIC SCHOOL EMPLOYEE RETIREMENT HEALTHCARE BENEFITS TRUST (the "Trust") as a common law trust for the purpose of holding assets (the "Trust Estate") solely for the benefit of one or more specified retirement healthcare benefit plans (the "Plans") sponsored and provided to qualified public school employees and beneficiaries by El Camino Real Alliance ("ECRA"), a California nonprofit public benefit corporation that commenced operation in August 2011 of El Camino Real Charter High School, a California public charter school (the "School") under a conversion charter (the "Conversion Charter") approved by Los Angeles Unified School District, a California school district (the "District"). The Trust is not established for retirement benefits other than public school employee retirement healthcare benefits under the Plans or for retirement benefits with respect to any employee of any employer other than ECRA. Each Plan shall be funded and provided solely in accordance with its terms, as provided in this Agreement and in the Plan Benefit Services Agreement (as hereinafter defined), but subject only to the changes and modifications expressly permitted under this Agreement. This Agreement is made with reference to the following recitals of fact and law:

RECITALS

WHEREAS, (I) pursuant to the District's approval of the Conversion Charter and the laws of the State, ECRA commenced operation of the School at an existing school campus owned by the District and formerly operated by the District as El Camino Real High School, a California public school (the "**Conversion**"); and

WHEREAS, (II) by virtue of in connection with the Conversion, ECRA is exercised its statutory right to be the exclusive "public school employer" of all ECRA public school employees (the "**Public School Employer**") within the meaning of the California Educational Employment Relations Act and under the jurisdiction of the Public Employment Relations Board of the State, and ECRA as Public School Employer has assumed certain public school employee retirement benefit obligations of the District to former District public school employees who have become public school employees of ECRA; and

WHEREAS, (III) in connection with the foregoing, ECRA as Public School Employer has relieved the District of the District's share of the costs of public school employee retirement benefits accruing to former public school employees of the District who have become public school employees of ECRA and who retire subsequent to the Conversion; and

WHEREAS, (IV) in connection with the foregoing, ECRA as the Public School Employer is required to continue, maintain and pay the Public School Employer's share of public school employee retirement benefits for qualified public school employees and

beneficiaries (the "**Mandatory Obligations**"), which but for the Conversion would have been paid by the District for its public school employees; and

WHEREAS, (V) the Mandatory Obligations other than those regarding public school employee retirement healthcare benefits (primarily pension benefits) include the obligations to continue qualified public school employee participation in the government plans ("**Government Plans**") within the meaning of section 414(d) of the Internal Revenue Code of 1986, as amended (as further defined in <u>Section 1.1(c)</u>), of the California Public Employees' Retirement System ("**CalPERS**") and the California State Teachers' Retirement System ("**CalSTRS**") with public school employee accumulation of service credit years to continue in the same accounts and with the same retirement benefit calculations as all other CalPERS and CalSTRS public school employee participants, and to fund the Public School Employer's share of the costs thereof; and

WHEREAS, (VI) the Mandatory Obligations regarding public school employee retirement healthcare benefits include, in lieu of continued participation in District-sponsored public school employee retirement healthcare benefit plans, the establishment, funding, procurement and provision by ECRA as the Public School Employer under comparable Government Plans providing public school employee retirement healthcare benefits to qualified public school employees and beneficiaries, with the same public school employee accumulation of service credit years and with retirement healthcare benefit calculations comparable to or greater than those established under District-sponsored Government Plans; and

WHEREAS, (VII) based on available actuarial and other information, ECRA has determined that its Mandatory Obligations to establish and fund the Plans as public school employee retirement healthcare benefit plans for qualified public school employees and their beneficiaries (collectively, "**Plan Beneficiaries**") and the Public School Employer's cost of benefits under the Plans ("**Plan Benefits**") has resulted in the accrual of unfunded OPEB Liabilities (as hereinafter defined); and

WHEREAS, (VIII) the Board of Directors of ECRA (the "**Board**") has determined that it is desirable for ECRA to arrange for the funding and procurement of Plan Benefits under the Plans, both (A) to provide funding solely for the Public School Employer's (and not public school employees') contributions for Plan Benefits and (B) to manage ECRA's budget, operations and certain obligations of ECRA with respect to the Plans and Plan Benefits; and

WHEREAS, (IX) the Board has requested the Grantor and the Trustees to execute and deliver this Trust Agreement substantially in the form approved by the Board, but incorporating such modifications as may be necessary to carry out the purposes of this Trust Agreement (including, without limitation, those provided in this Agreement), and the Grantor and the Trustees are willing to make the grant under this Agreement and to accept the trusts established under this Agreement, in accordance with the terms of this Agreement; and

WHEREAS, (X) the execution and delivery of this Agreement by the Grantor and the Trustees as authorized officers of ECRA is <u>are</u> pursuant to due authorization of the Board;

NOW, THEREFORE, the Grantor hereby grants, and the Trustees hereby accept and agree to hold, all assets and funds in trust transferred to the Trust under this Agreement and under the Plan Benefit Services Agreement, but subject to the provisions of this Agreement, as follows:

ARTICLE 1 DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.1 <u>Definitions.</u>

All references herein to "the Agreement" or "this Agreement" are to this Trust Agreement, and all references herein to Articles, Sections, subsections and Exhibits are to Articles, Sections, subsections and Exhibits of this Agreement, unless otherwise specified. Unless otherwise defined herein, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in this <u>Section 1.1</u>.

- (a) **"Asset Manager"** means any banking or financial institution engaged by the Trust for the purpose of managing the investment, sale and liquidation of Trust assets of the Trust Estate.
- (b) <u>"Articles of Incorporation" means the Articles of Incorporation of ECRA, as</u> amended from time to time.
- (c) **"Authorized Officer"** means (i) as to ECRA, the Chief Financial Officer of ECRA or any designee of the Chief Financial Officer of ECRA; and (ii) as to the Trust, the Executive Director of the Trust or any designee of the Executive Director.
- (d) "By-Laws" means the By-Laws of ECRA as adopted and amended by the Board from time to time.
- (e) "**Code**" means the Internal Revenue Code of 1986, as amended, together with regulations, procedures and guidance provided from time to time by the Internal Revenue Service (including, without limitation, any private letter ruling issued with respect to the Trust).
- (f) "**Compliance Manager**" means any firm engaged by the Trust for the purposes of preparing valuations of <u>Trust</u> assets <u>of the Trust Estate</u>, compliance by the Trust with covenants herein for maintaining the federal tax exemption of Trust income pursuant to the provisions of section 115 of the Code, and compliance by Asset Managers with investment policies adopted by the Trust from time to time, including, without limitation, the definition of the term "Permitted Investments" in this Agreement.

- (g) "**Corporate Co-Trustee**" means [you may select a Schwab corporate trust entity or other entity <u>eligible_legally qualified_</u>to provide corporate trust services in California] or a corporate bank co-trustee eligible under the provisions of <u>Section 5.10 hereof</u>, which Trustee shall have no voting power with respect to decisions of the Trustees.
- (h) **"Executive Director"** means the Chief Financial Officer of ECRA or any designee of the Chief Financial Officer of ECRA.
- (i) "Governing Documents" means, severally and collectively, the Articles of Incorporation, the By-Laws and the Conversion Charter.
- (j) "OPEB Liabilities" means ECRA's Mandatory Obligations with respect to public school employee retirement healthcare benefits that ECRA has contracted, or contracts in the future, to provide its qualified public school employees and former retired public school employees and their beneficiaries, other than pension benefits, and excludes any retirement benefits of any nature provided by any entity other than ECRA (including, without limitation, CalPERS, CalSTRS or the District).
- (k) **"Participation Trust"** means any multi-employer trust in which the Trust may deposit funds in accordance with the provisions and limitations of this Agreement; provided, however, that no entity which is not a state, a political subdivision of a state, or an entity the income of which is excluded from gross income under section 115 of the Code, may participate in the Trust or in any Participation Trust in which the Trust may participate.
- (I) "Permitted Investments" means any form or type of investment which, after due consultation with and reliance upon the applicable Asset Manager, may deemed prudent by a majority of the Voting Trustees, with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct of an enterprise of a like character and with like aims, and with diversification of the investments of the funds so as to minimize the risk of loss and to maximize the rate of return, unless under the circumstances it is clearly prudent not to do so.
- (m) "Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, incorporated organization, or government or any agency<u>or</u>, political subdivision <u>or instrumentality</u> thereof.
- (n) **"Plan Benefit Services Agreement"** means the agreement, as it may from time to time be amended and restated, between ECRA and the Trust pursuant to which ECRA agrees to make payments to the Trust as consideration solely

for future-Plan Benefits and related services to be procured or provided by the Trust to or for the benefit of the Plans and Plan Beneficiaries.

- (o) "Qualified Successor Organization" means any successor to ECRA described in <u>Section 2.1(a)</u>, the assets of which are irrevocably dedicated to public benefit purposes, and no part of the net earnings, properties or assets of which, on dissolution or otherwise, shall inure to the benefit of any Person who is not another public charter school, a traditional public school, or a political subdivision, government agency or instrumentality the District or the State.
- (p) "**Responsible Officer**" means (i) when used with respect to an individual Trustee, such Trustee, and (ii) when used with respect to a corporate Trustee, any vice president or other designated officer of such corporate Trustee customarily performing functions similar to those performed by any of the above designated officers in each case assigned to or employed by the corporate trust department of such Trustee and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his or her knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of applicable provisions of this Agreement.
- (q) **"Trust Account"** means the account established by <u>Section 3.79</u>.
- (r) "Trustees" means, severally and collectively, (i) the Trustees initially entering into this Agreement and their respective successors; and (ii) effective upon their appointment pursuant to the provisions of <u>Section 3.6</u>, such additional Trustees so appointed and their respective successors.
- (s) **"Trust Office"** has the meaning assigned thereto in <u>Section 3.2</u>.
- (t) **"Voting Trustee**" means each Trustee not appointed pursuant to the provisions of <u>Section 3.6(a)</u> or (c) of this Agreement.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

Section 2.1 <u>Representations and Warranties of the Grantor.</u>

The Grantor hereby represents and warrants to the Trustees and any Corporate Co-Trustee, and acting by and on behalf of and at the direction of ECRA, that:

- (a) Each of the Recitals in the forepart of this Agreement is true and correct.
- (b) ECRA is a California nonprofit public benefit corporation whose assets are irrevocably dedicated to public benefit purposes, and no part of the net earnings, properties or assets of ECRA, on dissolution or otherwise, shall inure

to the benefit of any Person who is not a political subdivision, government agency or instrumentality thereof. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of ECRA shall be distributed to a nonprofit fund, foundation or corporation that is organized and operated exclusively for educational purposes and is an organization described in section 501(c)(3) of the Code (or a Qualified Successor Organization, as such term is defined in Section 1.1(1).

- (c) Pursuant to the By Laws of ECRA duly adopted by the Board at its public meeting held January 13, 2015 (the "By-Laws"), and in satisfaction of District requirements pursuant to the Conversion CharterGoverning Documents, ECRA's activities and affairs are managed, and all of its corporate powers are exercised, by or under the direction of the Board, which shall have no fewer than six (6) and no more than eleven (11) members, of which: (i) not more than one (1) of whom may be a representative appointed by the District; (ii) at least two (2) of whom shall be community representatives elected by the Board; (iii) at least one (1) of whom shall be a parent representative elected by the parent body (one vote per family); (iv) two to three (2 - 3) of whom shall be teacher representatives elected by all teachers; and (v) one (1) of whom shall be a classified representative elected by all classified public school employees. No teacher or classified representative elected to the Board shall be employed or compensated by ECRA. If the District appoints a Board representative, then the Board may appoint an additional community representative.
- (d) Pursuant to the Conversion Charter as approved by the District, upon closure of the School, whether by charter revocation, charter non-renewal or otherwise, the School will revert back to a District school.
- (e) In accordance with the transition relief prior to the effective date of final regulations under section 414(d) of the Code regarding participation in a state or local retirement system that covers public school employees of a charter school consistent with the "governmental plan" characterization of any such system, as published in Internal Revenue Bulletin 2015-6 as Notice 2015-7 (the "**Notice**"), ECRA desires as the Public School Employer to fulfill the Mandatory Obligations, in accordance with the guidance and example described in the Notice, and for that purpose the Grantor makes the representations and warranties in the following subparagraphs of this <u>Section 2.1(e)</u>:
 - (i) in accordance with paragraph (a) of Part III(A) of the Notice, the Conversion Charter and State law, ECRA is a nonsectarian independent public school of choice that serves an essential governmental purpose by providing tuition-free secondary education for grades 9 through 12;

- (ii) in accordance with paragraph (b) of Part III(A) of the Notice, the Conversion Charter and State law, ECRA is established and operated in accordance with specific State statutes authorizing the granting of charters to create independent public schools and the establishment of independent public schools;
- (iii) in accordance with paragraph (c) of Part III(A) of the Notice, the Conversion Charter and State law, participation in State or local retirement systems by ECRA's public school employees is expressly required and permitted <u>under applicable lawthereunder</u>;
- (iv) in accordance with paragraph (d)(2) of Part III(A) of the Notice, the Conversion Charter and State law:

(A) the primary source of ECRA's funding is the State, funded through State appropriations based on the School's average daily attendance on a basis similar to the funding mechanism for traditional public schools;

the rights of the public school employees of ECRA to (B) their accrued benefits under defined benefit governmental plans as described in section 414(d) of the Code (including CalPERS, CalSTRS and the Plans as State and local retirement systems in which ECRA participates as a Public School Employer and has Mandatory Obligations imposed by the District to make all public school employer contributions that otherwise would be the legal responsibility of the District and to the same or greater extent than those that apply to District public school employees) are not dependent on whether ECRA continues to participate in any system, and in the event ECRA were to cease participation, a governmental entity (being CalPERS, CalSTRS, the Plans or, in the event of reversion of the School to the District, ECRA and/or the District, as applicable) has responsibility for the accrued benefits of ECRA's public school employees, including the continued funding of the accrued benefits, to no lesser extent than a governmental entity has responsibility for the continued funding of the accrued benefits of the public school employees of any other participating public school employer in such system in the event that ECRA were to cease to be a participating Public School Employer;

(C) as the Public School Employer, ECRA is part of a local educational agency, as defined in 20 U.S.C. § 7801(26) and is subject to the significant regulatory control, audit and oversight by the State (including, without limitation, the State Department of Education, or the "**SDOE**") and by the District, being a political subdivision of the State;

(D) ECRA is held accountable by the District as the authorizing public chartering agency as defined in 20 U.S.C. § 7221i(4), which has the power and authority under State law to approve, renew and revoke the Conversion Charter of ECRA and to approve charters for the creation of independent public schools and to hold ECRA accountable for results;

(E) ECRA is required to comply with the same health and safety standards, as well as academic accountability standards (including without limitation participation in State-mandated testing programs) and financial accountability standards (including without limitation generally accepted accounting standards of fiscal management), that are similar to those that are generally applicable to other public schools in the State, and ECRA is required to engage and does engage in an annual, independent, outside audits by a firm of certified public accountants of its financial and administrative operations and is required to provide and does provide copies of each audit to the SDOE and the District; and

(F) ECRA must comply with rules and implementing statutes of the State and policies of the District that prescribe how appropriations of State and other governmentally sourced funds may be spent; <u>and</u>

(G) all financial interests of ownership in ECRA are held by ECRA as an instrumentality of the District as a political subdivision of the State, and upon dissolution or final liquidation of ECRA, the governing documents of ECRA (including without limitation the By Laws) <u>Governing Documents</u> require ECRA's net assets to be distributed to another public school that meets the requirements set forth in paragraphs (a) through (e) of Part III(A) of the Notice.

- (f) the Grantor has been duly authorized and directed by ECRA and has full power, authority, and legal right to execute, deliver, and perform this Agreement and to create the Trust created hereby, and the Grantor has taken all necessary action to authorize the execution, delivery and performance of this Agreement and the creation of the Trust;
- (g) the execution, delivery, and performance by the Grantor of this Agreement and the creation of the Trust do not violate the Constitution of the State or any requirement of the law of the State governing the Grantor's power or authority, any order, writ, judgment, or decree of any court, arbitrator or governmental authority applicable to the Grantor or any of the assets granted hereunder, or applicable to the creation or existence of the Trust;

- (h) the execution, delivery, and performance of this Agreement and the creation of the Trust do not require the authorization, consent or approval of, the giving of notice to, the filing or registration with, or the taking of any other action in respect of, any governmental authority or agency; and
- (i) this Agreement has been duly executed and delivered by the Grantor and constitutes the legal, valid, and binding agreement of the Grantor, enforceable against the Grantor in accordance with the terms hereof, except as enforceability may be limited by bankruptcy, insolvency, reorganization, and other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

Section 2.2 <u>Representations and Warranties of the Trustees.</u>

Each Trustee and Corporate Co-Trustee hereby represents and warrants to the Grantor that:

- (a) he is an adult resident of the State or is a Person authorized to conduct business in the State, with full capacity, power, authority and legal right to execute, deliver and perform this Agreement and to act as Trustee or Corporate Co-Trustee, as applicable, hereunder;
- (b) the execution, delivery, and performance of this Agreement and acceptance of the Trust created hereby do not violate any order, writ, judgment or decree of any court, arbitrator or governmental authority applicable to such Trustee;
- (c) the execution, delivery, and performance of this Agreement and acceptance of the Trust created hereby do not require the authorization, consent or approval of, the giving of notice to, the filing or registration with, or the taking of any other action in respect of, any governmental authority or agency; and
- (d) this Agreement has been duly executed and delivered by such Trustee and constitutes the legal, valid and binding agreement of such Trustee, enforceable against such Trustee in accordance with the terms hereof, except as enforceability may be limited by bankruptcy, insolvency, reorganization, and other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

ARTICLE 3 ORGANIZATION AND APPOINTMENTS

Section 3.1 Name.

The Trust created hereby shall be known as the "El Camino Real Alliance Public School Employee Retirement Healthcare Benefits Trust", in which name the Trustees and Corporate Co-Trustee may conduct the business of the Trust, make and execute contracts and other instruments on behalf of the Trust and sue and be sued on behalf of the Trust. In addition, the Trustees and Corporate Co-Trustee may conduct the business of the Trust in their own names, as trustees hereunder, to the extent deemed necessary or appropriate by such Trustees, in their sole discretion.

Section 3.2 Office; Fiscal Year.

The office of the Trust shall be in care of the Trustees at the administrative headquarters of ECRA (the "**Trust Office**"), or at such other address as the Trustees may designate by written notice to ECRA. Each fiscal year of the Trust shall commence July 1 and end on the next following June 30; provided, however, that the first fiscal year of the Trust began as of June _____, 2015, and shall end June 30, 2015.

Section 3.3 Purposes and Powers.

The purpose of the Trust is to engage solely in the following activities and no other activities:

- (a) to accept and hold in trust payments made from time to time by or on behalf of ECRA (but in all cases excluding any payments made by public school employees, retired public school employees or their beneficiaries or any other third party) pursuant to the Plan Benefit Services Agreement and to fund, procure and deliver to or solely for the benefit of the Plans and no other benefit plan, the services and benefits designated under the Plan Benefit Services Agreement, and otherwise to perform its obligations under the Plan Benefit Services Agreement;
- (b) to acquire, manage, administer, pledge, assign, sell, and collect Permitted Investments and all other assets of the Trust and to apply any amounts collected with respect thereto;
- (c) to accumulate assets for the sole benefit of the Plans and thereby satisfy all or a portion of ECRA's Mandatory Obligations under the Plans and not any other benefit plans or plans which are not solely for the benefit of ECRA public school employees, retired ECRA public school employees and their eligible beneficiaries;

- (d) to procure and deliver, or to reimburse ECRA for the procurement and delivery of, benefits and services as provided under the Plan Benefit Services Agreement and for no other purpose, and specifically excluding any other benefit plan or plans which are not solely for the benefit of ECRA public school employees, retired ECRA public school employees and their eligible beneficiaries; and
- (e) to engage in those activities, including (without limitation) entering into agreements, that are necessary, suitable or convenient to accomplish the foregoing or are incidental thereto or connected therewith, excluding, however, any activity that would in and of itself result in any default under this Agreement.

The Trust shall not engage in any activity other than in connection with the foregoing (subject, however, the foregoing restrictions of this <u>Section 3.3</u>) or as required by applicable law. Without limitation on the foregoing, the Trust shall not accept funds provided to it with regard to any benefit plan other than the Plans, nor shall the Trust provide benefits to any Person other than an ECRA public school employee, retired ECRA public school employee or eligible beneficiary.

Section 3.4 Declaration of Trust.

The Trustees and the Corporate Co-Trustee hereby declare that they shall hold the Trust assets <u>Estate</u> as herein provided solely for the benefit of the Plans and for no other benefit, from and after the date hereof until termination of the Trust as herein provided. It is the intention of the parties that the Trust shall constitute a common law trust under the laws of the State and that this Agreement shall constitute the governing instrument of such trust. The Trustees and the Corporate Co-Trustee shall have all rights, powers, and duties set forth herein and, to the extent not inconsistent herewith, in the applicable laws with respect to accomplishing the purposes of the Trust.

Section 3.5 Expenses.

Pursuant to the Plan Benefit Services Agreement, the Trust shall obtain funds for the payment of its organizational and administrative expenses as they may arise or shall, upon the request of any Trustee, promptly reimburse such Trustee for any such expenses paid or incurred by such Trustee. Such expenses may be paid from <u>the</u> Trust <u>assets Estate</u>.

Section 3.6 <u>Appointment of Trustees.</u>

As soon as practicable, but in any event prior to the deposit in or payment to the Trust of any funds or assets other than the deposit provided under <u>Section 3.9(a)</u> hereof, the Trustees, acting solely on the authorization of ECRA, shall appoint additional and/or successor Trustees as specifically designated by an Authorized Officer of ECRA acting pursuant to the authorization of ECRA, as follows:

- (a) one directed Corporate Co-Trustee shall be [you may select a Schwab corporate trust entity or other entity eligible to provide corporate trust services in California], or a corporate bank co-trustee eligible under the provisions of Section 5.10 hereof, which Corporate Co-Trustee shall have no voting power with respect to decisions of the Trustees hereunder; and
- (b) at all times the number of Trustees with voting power shall be at least three (3) or any greater number which is not integrally divisible by two (2), but in all events solely as determined by an Authorized Officer of ECRA acting under the authorization of ECRA.

All of the provisions of this <u>Section 3.6</u> and any other provisions of this Agreement referring to this <u>Section 3.6</u> shall be subject to the following limitations: (i) any limitation on the term of any Trustee may be established from time to time solely as directed by an Authorized Officer of ECRA acting upon the authorization of ECRA; and (ii) no Trustee shall be appointed by any other Trustee or Trustees, excepting only an Authorized Officer if acting as Trustee pursuant to the authorization of ECRA.

Section 3.7 Appointment of Service Providers.

As soon as practicable, the Voting Trustees shall appoint one or more Asset Managers, one Compliance Manager and such actuaries, auditors, consultants, counsel and other professional service providers, and any successors thereto, each to serve on terms satisfactory to the Voting Trustees but in any event without violation of the covenants provided in <u>Section 4.2-hereof</u>. In the event the Voting Trustees fail to appoint an Asset Manager, the Voting Trustees shall have the authority to direct the investment of assets under this Trust Agreement.

Section 3.8 <u>Title to Trust Assets.</u>

Legal title to the Trust <u>assets Estate</u> shall be vested at all times in the Trust as a separate legal entity except where applicable law in any jurisdiction requires title to any part of the Trust <u>assets Estate</u> to be vested in a trustee or trustees, in which case title shall be deemed to be vested in the Trustees, a co-trustee, and/or a separate trustee, as the case may be.

Section 3.9 Establishment of Trust Account.

There is hereby created and established a trust account to be established with the Trustees and Corporate Co-Trustee in trust hereunder and known as the El Camino Real Alliance Public School Employee Retirement Healthcare Benefits Trust Account. Any cash in the Trust Account shall be held in the name of the Trust or the Trustees and/or the Corporate Co-Trustee at any depository that is eligible to hold funds of the Trust. Other assets in the Trust Account shall be invested solely in Permitted Investments as provided under Section 3.3(b) hereof. The Trustees shall deposit the following to the Trust Account:

- (a) an amount equal to \$1,000 provided by ECRA as its initial payment under the Plan Benefit Services Agreement and deposited therein by the Grantor upon the establishment of the Trust;
- (b) any proceeds received from Permitted Investments and any other investment proceeds of the Trust Estate, but in no event any funds (i) provided by current or former public school employees of ECRA or ECRA retirees or their beneficiaries or any third party or (ii) any funds with respect to any pre-tax salary reduction or other pre-tax reduction of compensation applicable to any ECRA public school employee or ECRA retiree or their beneficiaries; and
- (c) any other amount paid to the Trust by ECRA under the Plan Benefit Services Agreement from time to time solely for the payment of Plan Benefits or related purposes.

Section 3.10 Limitations on Certain Actions.

Unless an Authorized Officer of ECRA shall direct otherwise pursuant to the Plan Benefit Services Agreement, <u>but subject to the provisions of Section 4.2</u>, the Trust may from time to time:

- (a) sell or redeem any Permitted Investments; and
- (b) invest any amounts in the Trust Account in Permitted Investments;

in each case subject to the provisions of <u>Section 4.2</u> and <u>Section 4.3</u> hereof.

ARTICLE 4 ACTIONS BY TRUSTEES

Section 4.1 <u>Prior Notice to ECRA with Respect to Certain Matters.</u>

The Voting Trustees shall cause the Trust to take any action, not inconsistent with this Agreement or applicable law, that the Voting Trustees determine in their discretion to be necessary or desirable in carrying out the activities of the Trust as set out in Section 3.3. Subject to Section 5.3(g), the Trustees and the Corporate Co-Trustee shall take any action or refrain from taking any action on behalf of the Trust but solely in accordance with written directions by an Authorized Officer of ECRA acting under authorization of ECRA, and shall be fully protected in acting, or refraining from acting, as the case may be, in accordance with such written directions.

Section 4.2 <u>Tax Covenant.</u>

Neither the Trust nor any Trustee shall take any action that (a) is inconsistent with the purposes of the Trust set forth in <u>Section 3.3</u> or (b) would, to the actual knowledge of a Responsible Officer of such Trustee, result in the Trust becoming taxable as a corporation or otherwise impair the tax exemption of trust income pursuant to section 115 of the Code.

Without limitation on the foregoing, the Trust shall not enter into any arrangement with any Participation Trust without first obtaining a legal opinion satisfactory in form and substance to the Voting Trustees and to the effect that such arrangement will not impair said tax exemption or expose the Trust or its assets to any proceeding involving the Participation Trust other than through satisfaction of the requirements of this <u>Section 4.2 and of Section 4.3 of this Agreement</u>. Without limitation on the foregoing provisions, neither the Trust nor any Trustee shall cause any funds of the Trust however derived to be provided to ECRA or any other Person with respect to any property or operations of ECRA or any other third party or any liability of ECRA that is not included in the OPEB Liabilities of ECRA, nor shall the Trust have any right or responsibility or other role whatsoever in the management or operations of ECRA.

Action by the Trustees with Respect to Bankruptcy.

The Trust shall not commence any proceeding under Title 11 of the United States Code or otherwise seek protection under any bankruptcy, moratorium, reorganization or other law affecting the rights of creditors generally, without the prior unanimous approving vote of all Voting Trustees voting with respect thereto including the Trustee appointed pursuant to <u>Section 3.6(b)</u> hereof; and whether or not the Trustee position specified in <u>Section 3.6(b)</u> shall then be vacant, for all purposes of this <u>Section 4.3</u>, there shall be deemed to be cast by such Trustee or with respect to such position a vote against any such actions.

ARTICLE 5 THE TRUSTEES IN GENERAL

Section 5.1 <u>Appointment Effectiveness.</u>

- (a) No appointment of a Trustee or a Corporate Co-Trustee shall become effective until a written acceptance of appointment is delivered by such Trustee or Corporate Co-Trustee to ECRA and each other Trustee. Following compliance with the preceding sentence, such Trustee and Corporate Co-Trustee shall become fully vested with all the applicable rights, powers, duties and obligations provided hereunder.
- (b) A vacancy shall not be deemed to exist upon the resignation, removal, death or disability to act of any Trustee or Corporate Co-Trustee at any time when there would remain at least three (3) Trustees hereunder, one of whom is the <u>Trustee specified under Section 3.6(b).</u>

Upon acceptance of appointment by an additional or successor Trustee or Corporate Co-Trustee pursuant to this <u>Section 5.1</u>, the additional or successor Trustee shall mail notice of such appointment to any Lender or Indenture Trustee.

Section 5.2 Duties.

- (a) The Trustees including the Corporate Co-Trustee undertake to perform such duties, and only such duties, as are specifically set forth for said Trustees in this Agreement, including (without limitation) the administration of the Trust in the interest of the Plans. No implied covenants or obligations shall be read into this Agreement.
- (b) Notwithstanding the foregoing, the Trustees shall be deemed to have discharged all of their duties and responsibilities hereunder to the extent ECRA has agreed to perform any act or to discharge any duty of the Trustees or <u>of</u> the Trust hereunder, and the Trustees shall not be liable for the default or failure of ECRA to carry out its obligations hereunder.
- (c) In the absence of bad faith on his, her or its part, each Trustee or Corporate Co-Trustee may rely conclusively upon certificates or opinions furnished to such Trustee and conforming to the requirements of this Agreement in determining the truth of the statements and the correctness of the opinions contained therein; provided, however, that such Trustee shall have examined such certificates or opinions so as to determine compliance of the same with the requirements of this Agreement.
- (d) No Trustee or Corporate Co-Trustee may be relieved from liability for his, her or its own negligent action, negligent failure to act or willful misconduct, except that:
 - (i) this <u>Section 5.2(d)</u> shall not limit the effect of <u>Section 5.2(a)</u> or <u>Section 5.2(b)</u>; and
 - (ii) no Trustee or Corporate Co-Trustee shall be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that such Trustee or Corporate Co-Trustee was negligent in ascertaining the pertinent facts.
- (e) Moneys received by the Trustees or Corporate Co-Trustee hereunder need not be segregated in any manner except to the extent required by law and may be deposited under such general conditions as may be prescribed by law, and the Trustees or Corporate Co-Trustee shall not be liable for any interest thereon, except for interest or other earnings actually received pursuant to the investment of such moneys.
- (f) Without limitation on the requirements of the Plan Benefit Services Agreement, the Trustees shall prepare or cause to be prepared, and delivered to ECRA as ECRA may require, annual financial statements (including, without limitation, asset valuations and actuarial determinations) sufficient to enable

ECRA properly to reflect in its audited financial statements the net beneficial interest of its Plans in the Trust, together with the report and verification of the Compliance Manager, if applicable.

(g) Solely upon the direction of an Authorized Officer of ECRA, and solely at the expense of ECRA, the Trustees shall prepare or cause to be prepared and filed, any and all reports, returns, forms and other documents required to maintain compliance with the provisions of <u>Section 4.2</u>, as may be determined by the Compliance Manager, or if such position shall then be vacant, by an Authorized Officer of ECRA.

Section 5.3 Acceptance of Trusts and Duties.

Except as otherwise provided in this Article 5, in accepting the trusts hereby created, each Trustee or Corporate Co-Trustee acts solely as a trustee hereunder and not in his, her, or its individual capacity and all Persons having any claim against any Trustee or Corporate Co-Trustee by reason of the transactions contemplated by this Agreement shall look only to the Trust assets-Estate for payment or satisfaction thereof. The Trustees and Corporate Co-Trustee accept the trusts hereby created and agree to perform the Trustees' duties hereunder with respect to such trusts but only upon the terms of this Agreement. The Trustees and Corporate Co-Trustee also agree to disburse all moneys actually received by them constituting part of the Trust assets-Estate_upon the terms of this Agreement. No Trustee or Corporate Co-Trustee shall be liable or accountable hereunder under any circumstances, except for (i) subject to Section 5.2(d), such Trustee's negligent action, such Trustee's negligent failure to act or such Trustee's willful misconduct or (ii) the inaccuracy of any representation or warranty made by such Trustee herein or in any certificate or instrument delivered pursuant hereto. In particular, but not by way of limitation:

- (a) no Trustee or Corporate Co-Trustee shall at any time have any responsibility or liability for or with respect to the legality, validity, or enforceability of any Permitted Investment or other investment security, or the perfection and priority of any security interest created in any Permitted Investment or other investment security, or any other Trust assetsEstate, or the maintenance of any such perfection and priority, or for or with respect to the sufficiency of the Permitted Investments or other investment securities or the Trust's ability to generate the payments to be distributed to any creditors of the Trust or to satisfy obligations under the Plan Benefit Services Agreement, including, without limitation: (i) the existence and ownership of any Permitted Investment; or (ii) the validity or perfection of the assignment of any Permitted Investment;
- (b) no Trustee or Corporate Co-Trustee shall be liable with respect to any action taken or omitted to be taken by such Trustee in accordance with the terms hereof and the instructions of an Authorized Officer of ECRA, including

without limitation the preparation and filing of any report, return, form or other document required pursuant to <u>Section 5.2(g) hereof</u>;

- (c) no provision of this Agreement shall require any Trustee or Corporate Co-Trustee to expend or risk funds or otherwise incur any financial liability in the performance of any of such Trustee's rights or powers hereunder, if such Trustee shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to such Trustee;
- (d) under no circumstances shall the Trustees or Corporate Co-Trustee be liable for any indebtedness or other obligation of the Trust;
- (e) no Trustee or Corporate Co-Trustee shall be responsible for or in respect of nor does any Trustee make any representation as to the validity or sufficiency of any provision of this Agreement or for the form, character, genuineness, sufficiency, value, or validity of either the Trust or the Trust assets Estate, any Permitted Investment or any portion of the Trust assets Estate or related documents or instruments, and no Trustee shall in any event assume or incur any liability, duty or obligation to any creditor of the Trust;
- (f) no Trustee or Corporate Co-Trustee shall be liable for the default or misconduct of ECRA under any of the Plans or otherwise, and no Trustee or Corporate Co-Trustee shall have any obligation or liability to perform the obligations of the Trust under this Agreement that are required to be performed by or on behalf of ECRA hereunder;
- (g) no Trustee or Corporate Co-Trustee shall be under any obligation to exercise any of the discretionary rights or powers vested in such Trustee by this Agreement, or to institute, conduct, or defend any litigation under this Agreement or in relation to this Agreement at the request, order, or direction of ECRA unless ECRA has offered to such Trustee security or indemnity satisfactory to such Trustee against the costs, expenses and liabilities that may be incurred by such Trustee (including, without limitation, the reasonable fees and expenses of such Trustee's counsel) therein or thereby; the right of the Trustees or Corporate Co-Trustee to perform any discretionary act enumerated in this Agreement shall not be construed as a duty, and a Trustee or Corporate Co-Trustee shall only be answerable for such Trustee's negligence or willful misconduct in the performance of any such act;
- (h) the provisions of this Agreement, to the extent that they restrict the duties and liabilities of the Trustees or Corporate Co-Trustee otherwise existing at law or in equity, are agreed to and accepted by such Trustees, and all other Persons who may succeed to any duties and liabilities of any Trustee or Corporate Co-Trustee;

- (i) no Trustee or Corporate Co-Trustee shall be required to take any action hereunder if such Trustee shall have reasonably determined, or shall have been advised by counsel, that such action is likely to result in liability on the part of such Trustee or is contrary to the terms hereof or is otherwise contrary to law; this <u>Section 5.3(i)</u> shall not obligate any Trustee or Corporate Co-Trustee to make any investigation of, or determination with respect to, any written instruction from an Authorized Officer of ECRA; and
- (j) no Trustee or Corporate Co-Trustee shall be personally liable for any action or omission of any other Trustee (including any predecessor or successor).

Section 5.4 <u>Action upon Instruction by ECRA.</u>

- (a) Any Authorized Officer of ECRA may, by written instruction, direct the Trustees or Corporate Co-Trustee in the management of the Trust.
- (b) At such time as any Trustee is an Authorized Officer of ECRA, any action taken by such Trustee hereunder shall be deemed to be pursuant to written direction of an Authorized Officer of ECRA, and such Trustee shall not be required to obtain any such writing. However, any Trustee may, in his, her or its discretion, require such a writing to be delivered. If at any time there shall be no Trustee which is an Authorized Officer of ECRA, then for all purposes of this Agreement any Trustee directed by an Authorized Officer of ECRA shall be deemed to be appointed by ECRA.
- (c) Whenever the Trustees are unable to decide between or among alternative courses of action permitted or required by the terms of this Agreement, or are unsure or disagree as to the application, intent, interpretation or meaning of any provision of this Agreement, the Trustees shall promptly give notice (in such form as shall be appropriate under the circumstances) to an Authorized Officer of ECRA requesting instruction as to the course of action to be adopted, and, to the extent a Trustee acts in good faith in accordance with any such instruction received, such Trustee shall not be liable on account of such action to any Person. If a Trustee shall not, in the reasonable judgment of such Trustee, have received appropriate instructions within ten (10) days after such notice has been given (or within such shorter period of time as reasonably may be specified in such notice or may be necessary under the circumstances), such Trustee may, but shall be under no duty to, take or refrain from taking such action which is consistent, in such Trustee's view, with this Agreement, and as such Trustee shall deem to be in the best interests of the Plans, and such Trustee shall have no liability to any Person for any such action or inaction.

Section 5.5 <u>Furnishing of Documents.</u>

The Trustees or Corporate Co-Trustee shall furnish to ECRA, promptly upon receipt of a written request therefor, duplicates or copies of all reports, notices, requests, demands, certificates, financial statements, and any other instruments furnished to the Trustees with respect to any Permitted Investments or any other assets of the Trust.

Section 5.6 <u>Reliance; Advice of Counsel.</u>

- (a) No Trustee or Corporate Co-Trustee shall incur any liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond, or other document or paper believed by such Trustee to be genuine and believed by such Trustee to be signed by the proper party or parties and need not investigate any fact or matter pertaining to or in any such document. The Trustees or Corporate Co-Trustee may accept a certified copy of a resolution of the Board of ECRA or of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the method of the determination of which is not specifically prescribed herein, the Trustees or Corporate Co-Trustee may for all purposes hereof rely on a certificate, signed by an Authorized Officer of ECRA or by the president or any vice president or by the treasurer or other authorized officers of any other relevant party, as to such fact or matter, and such certificate shall constitute full protection to the Trustees or Corporate Co-Trustee for any action taken or omitted to be taken by such Trustees in good faith in reliance thereon.
- (b) In the exercise or administration of the trusts hereunder and in the performance of the Trustees' or Corporate Co-Trustee's duties and obligations under this Agreement, the Trustees or Corporate Co-Trustee: (i) may, at the expense of ECRA, act directly or through agents, attorneys, custodians, or nominees (including, without limitation, the granting of a power of attorney to any Trustee's Responsible Officers on behalf of such Trustee) pursuant to agreements entered into with any of them, and no Trustee or Corporate Co-Trustee shall be liable for the conduct or misconduct of such agents, attorneys, custodians, or nominees if such agents, attorneys, custodians or nominees shall have been selected by the Voting Trustees with reasonable care; and (ii) may, at the expense of ECRA, consult with counsel, accountants, and other professionals to be selected with reasonable care by the Trustees. No Trustee or Corporate Co-Trustee shall be liable for anything done, suffered or omitted in good faith by such Trustee in accordance with the opinion or advice of any such counsel, accountant or other such Persons and which is not contrary to this Agreement.

Section 5.7 <u>Replacement of the Trustees.</u>

- (a) Subject to Section 5.7(e), any Trustee or Corporate Co-Trustee may resign at any time and be discharged from the trusts hereby created by giving thirty (30) days' prior written notice thereof to ECRA and to each other Trustee.
- (b) Subject to <u>Section 5.7(e)</u>, and with or without cause, any Authorized Officer of ECRA may remove any Trustee or Corporate Co-Trustee by delivering a written instrument to each Trustee. An Authorized Officer of ECRA shall remove a Trustee or Corporate Co-Trustee if:
 - (i) such Trustee shall cease to be eligible in accordance with the provisions of <u>Section 5.10</u> and shall fail to resign after written request therefor by an Authorized Officer of ECRA;
 - (ii) such Trustee shall be adjudged bankrupt or insolvent;
 - (iii) a receiver or other public officer shall be appointed or take charge or control of such Trustee or of such Trustee's property or affairs for the purpose of rehabilitation, conservation or liquidation; or
 - (iv) such Trustee shall otherwise be incapable of acting.
- (c) Pursuant to the Plan Benefit Services Agreement, ECRA shall pay any fees and expenses owed to any former Trustee.
- (d) If a vacancy (for purposes of <u>Section 5.1(b)-hereof</u>) would exist in the office of Trustee upon the resignation or removal of any Trustee, an Authorized Officer of ECRA shall promptly appoint a successor Trustee as provided in <u>Section 3.6</u> <u>hereof</u>.
- (e) Any resignation or removal of a Trustee or Corporate Co-Trustee shall not become effective until any fees and expenses due to the former Trustee are paid. No resignation or removal of a Trustee that would result in a vacancy (for purposes of <u>Section 5.1(b)</u> hereof) shall become effective until a successor Trustee is appointed as provided in <u>Section 5.7(d)</u>.
- (f) Any former Trustee or Corporate Co-Trustee shall upon payment of such Trustee's fees and expenses transfer and (where applicable) deliver to a remaining Trustee or the successor Trustee all documents (including, without limitation, all Permitted Investments) and statements and moneys held by such Trustee under this Agreement. The Trustees and the former Trustee shall execute and deliver such instruments and do such other things as may reasonably be required for fully and certainly vesting and confirming in the successor Trustee all such rights, powers, duties and obligations.

Section 5.8 <u>Merger or Consolidation of Trustee.</u>

At such time as there is a Corporate Co-Trustee, any corporation into which such Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which such Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of such Trustee, shall be the successor of such Trustee hereunder, provided such corporation shall be eligible pursuant to <u>Section 5.10</u>, and without the execution or filing of any instrument or any further act on the part of any of the parties hereto; provided, however, that such Trustee shall mail notice of such merger or consolidation to ECRA and to each other Trustee.

Section 5.9 Appointment of Co-Trustee or Separate Trustee.

- (a) Notwithstanding any other provisions of this Agreement, at any time: (i) for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located, or (ii) for such other purposes as ECRA and the Trustees may determine, any Authorized Officer of ECRA shall have the power and shall execute and deliver all instruments to appoint one or more Persons to act as co-trustee or co-trustees, jointly with the Trustees, or as separate trustee or trustees, of all or any part of the Trust Estate, and to vest in such Person or Persons, in such capacity, such title to the Trust Estate, or any part thereof, and, subject to the other provisions of this Section 5.9, such powers, duties, obligations, rights, and trusts as ECRA may consider necessary or desirable. If no Authorized Officer of ECRA shall have made any such appointment under clause (i) above within fifteen (15) days after the receipt by ECRA of a request so to do, for all purposes of this Agreement ECRA shall be deemed to have appointed such Trustee as the Trustees may designate. No co-trustee or separate trustee under this Agreement shall be required to meet the terms of eligibility as a successor trustee pursuant to Section 5.10-and no notice of the appointment of any cotrustee or separate trustee shall be required pursuant to Section 5.1.
- (b) Each separate trustee and co-trustee shall, to the extent permitted by law, be appointed and act subject to the following provisions and conditions:
 - (i) all rights, powers, duties, and obligations conferred or imposed upon the Trustees shall be conferred upon and exercised or performed by the Trustees and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Trustees joining in such act), except (A) to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed, the Trustees (or any of them) shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties, and obligations (including,

with-out limitation, the holding of title to the Trust Estate or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, or jointly by such separate trustee or co-trustee and any competent or qualified Trustee, but solely at the direction of the Trustees, or (B) as expressly provided by the terms of such appointment;

- (ii) no trustee under this Agreement shall be personally liable by reason of any act or omission of any other trustee under this Agreement; and
- (iii) Any Authorized Officer of ECRA acting or expressly deemed under the provisions of this Agreement to be acting as a Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee.
- (c) Any notice, request, or other writing given to the Trustees shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Agreement and the conditions of this <u>Article 5</u>. Each separate trustee and co-trustee, upon his, her or its acceptance of the trusts conferred, shall be vested with the estates or property specified in the instrument of appointment, either jointly with the Trustees or separately, as may be provided therein, subject to all of the provisions of this Agreement, specifically including every provision of this Agreement relating to the conduct of, affecting the liability of or affording protection to the Trustees. Each such instrument shall be filed with the Trustees and a copy thereof given to ECRA.
- (d) Any separate trustee or co-trustee which is an Authorized Officer of ECRA or pursuant to Section 5.9(a) may at any time appoint the Trustees as his, her or its agent or attorney-in-fact with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect of this Agreement on behalf and in the name of such separate trustee or co-trustee. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of his, her, or its estates, properties, rights, remedies, and trusts shall vest in and be exercised by the Trustees, to the extent permitted by law, without the appointment of a new or successor trustee.

Section 5.10 Eligibility Requirements for Section 3.6(a) Trustees.

Each Corporate Co-Trustee appointed pursuant to <u>Section 3.6(a)</u> hereof shall at all times be a corporate trustee that: (a) is authorized to exercise corporate trust powers, (b) has a combined capital and surplus of at least \$50,000,000, and (c) is subject to supervision or examination by federal or state authorities. If such corporation shall publish reports of condition at least annually, pursuant to law or the requirements of any supervising or examining authority, then for the purpose of this <u>Section 5.10</u>, the combined

capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time any such Trustee shall cease to be eligible in accordance with the provisions of this <u>Section 5.10</u>, such Trustee shall resign immediately in the manner and with the effect specified in <u>Section 5.7</u>.

ARTICLE 6 TERMINATION OF AGREEMENT

Section 6.1 <u>Termination of Agreement.</u>

- (a) This Agreement and the Trust shall terminate and be of no further force or effect upon the final disbursement by the Trustees of all moneys or other property or proceeds of the Trust assets <u>of the Trust Estate</u> in accordance with the terms of this Agreement (the "Trust Termination Date").
- (b) No Person shall be entitled to revoke or terminate the Trust (except as provided in <u>Section 6.1(a)</u>).
- (c) Any funds remaining in the Trust after such Trust Termination Date shall be deemed property of the applicable Plan; provided, however, that in no case will any property of the Trust be distributed to an entity that is not: (i) a state, (ii) a political subdivision of a state or (iii) an entity the income of which is excluded from gross income under section 115 of the Code.

ARTICLE 7 MISCELLANEOUS

Section 7.1 No Legal Title to Trust Assets; No Diversion of Trust Assets.

ECRA shall not have legal title to any part of the Trust Estate. No transfer, by operation of law or otherwise, of any right of ECRA hereunder shall operate to terminate this Agreement or the trusts hereunder or entitle any transferee to an accounting or to the transfer to it of legal title to any assets of the Trust. Without limitation on the foregoing provisions, all Trust assets <u>of the Trust Estate</u> shall be held in trust for the exclusive purpose of providing post-employment health care and related benefits to the applicable Plan for distribution to eligible ECRA retirees and their dependents to the extent said retirees and dependents are entitled to receive such benefits under such Plan and defraying the reasonable administrative, legal, actuarial, audit, reporting and compliance expenses of the Trustsuch Plan.

Section 7.2 Limitations on Rights of Others; Exclusive Benefit.

Except as expressly provided in herein, the provisions of this Agreement are solely for the benefit of the Trustees, including the Corporate Co-Trustee, the Plans and ECRA, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim in the Trust <u>assets Estate</u> or under

or in respect of this Agreement or any covenants, conditions or provisions contained herein; provided, however, that in all events the assets of the Trust shall be held in trust for the exclusive purpose of providing post-employment health care and related benefits to the applicable Plan for distribution to eligible ECRA retirees and their dependents pursuant to ECRA's policies and applicable collective bargaining agreements, and defraying the reasonable expenses associated with the providing of such benefits, and shall not be used for or diverted to any other purpose.

Section 7.3 <u>Notices.</u>

All demands, notices, and communications upon or to ECRA or the Trustees under this Agreement shall be in writing, personally delivered, sent by electronic mail or mailed by first class mail or sent by overnight courier, and shall be deemed to have been duly given upon receipt:

(a) in the case of ECRA at the following address:

El Camino Real Alliance Attention: Chief Business Officer 5440 Valley Circle Boulevard Woodland Hills, California 91367

- (b) in the case of the Trust or the Trustees, to the Trustees at the Trust Office and any additional office designated in writing by any Trustee to all Trustees; and
- (c) in the case of the Corporate Co-Trustee to the office of the Corporate Co-Trustee designated in writing by such Trustee.

Any of the above addresses for notice may be changed by the party to receive such notice hereunder by providing written notice of such change to each of the other parties as provided in this <u>Section 7.3</u>.

Section 7.4 <u>Severability.</u>

If any one or more of the covenants, agreements, provisions, or terms of this Agreement shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions, or terms shall be deemed severable from the remaining covenants, agreements, provisions, or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.

Section 7.5 <u>Amendments.</u>

This Agreement may not be amended without the prior written consent of an Authorized Officer of ECRA; subject to the foregoing, this Agreement may be amended by the Trustees (and Corporate Co-Trustee, to the extent any interest, duty, liability or immunity or other provision of this Agreement may be affected thereby); provided, however, that the provisions of <u>Section 4.2</u> and <u>Section 4.3</u> hereof shall not be amended

without (a) as to Section 4.2, a legal opinion of nationally recognized counsel to the Trust, to the effect that such amendment, in and of itself, will not cause the Trust to become an entity the income of which is not exempt from federal income taxation pursuant to section 115 of the Code; and (b) as to Section 4.3, a legal opinion of nationally recognized counsel to the Trust, to the effect that such amendment, in and of itself, will not cause the Trust to become an entity which is not bankruptcy remote.

Section 7.6 Form of Amendments.

- (a) Subject to the conditions and limitations provided in <u>Section 7.5</u>, no amendment of this Agreement shall be effective unless it is contained in a writing executed by not less than two Voting Trustees.
- (b) Promptly after the execution of any amendment pursuant to <u>Section 7.5</u> and subsection (a) above, the Trustees shall furnish full copies of such amendment to each Trustee not an original signatory to such amendment.
- (c) Prior to the execution of any amendment to this Agreement, the Trustees shall be entitled to receive and rely upon an opinion of counsel stating that the execution of such amendment is authorized or permitted by this Agreement, including without limitation the provisions of <u>Section 7.5</u>. The Trustees may, but shall not be obligated to, enter into any such amendment that affects the Trustees' own rights, duties, or immunities under this Agreement or otherwise.

Section 7.7 <u>Counterparts.</u>

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Section 7.8 <u>Successors and Assigns.</u>

All covenants and agreements contained herein shall be binding upon, and inure to the benefit-___of the Plans and the Trustees and Corporate Co-Trustee and their respective successors and permitted assigns, all as herein provided.

Section 7.9 <u>Headings.</u>

The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 7.10 Valuation.

The Assets of the Trust shall be valued at their fair market value on the date of valuation, as determined by the Trustee based upon such sources of information as it may deem reliable; provided, however, that ECRA or a Compliance Manager, if applicable, shall

instruct the Trustee as to valuation of assets which are not readily determinable on an established market. The Trustee may rely conclusively on such valuations provided by the ECRA or a Compliance Manager, as the case may be, and shall be indemnified and held harmless by ECRA with respect to such reliance. If neither ECRA nor any Compliance Manager provides such values, any the Corporate Co-Trustee or any Voting Trustee may take whatever action it deems reasonable, including employment of attorneys, appraisers or other professionals, the expense of which will be an expense of administration of the Trust. Transactions in the Trust Account involving such hard-to-value assets shall be postponed until appropriate valuations have been received, and no Trustee or Co-Trustee shall have liability therefor.

Section 7.11 <u>Governing Law.</u>

This Agreement shall be construed in accordance with the laws of the State, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws; provided, however, that any provision of this Agreement relating to the exemption from federal income taxation of Trust income under section 115 of the Code or to the bankruptcy remote status of the Trust-shall be construed in accordance with the federal laws of the United States.

[signatures appear on next page]

IN WITNESS WHEREOF, the Grantor and the Initial Co-Trustees have caused this Trust Agreement to be duly executed, all as of the day and year first above written.

MARSHALL K. MAYOTTE, as Grantor and Initial Co-Trustee

MELANIE DIANA HORTON, as Initial Co-Trustee

Coversheet

Creation of a Charles Schwab account for the 115 Trust

Section:	III. Financial
Item:	I. Creation of a Charles Schwab account for the 115 Trust
Purpose:	Vote
Submitted by:	
Related Material:	DOCS2260834-v1Retirement Health Care Benefit Law.PDF

GOVERNMENT CODE SECTION 53620-53622

53620. Notwithstanding Section 53601 or 53635, the governing body of a local agency may invest funds designated for the payment of employee retiree health benefits in any form or type of investment deemed prudent by the governing body pursuant to Section 53622.

53621. The authority of the governing body to invest or to reinvest funds intended for the payment of employee retiree health benefits, or to sell or exchange securities purchased for that purpose, may be delegated by the governing body to designated officers.

53622. (a) Funds intended for the payment of employee retiree health benefits shall only be held for the purpose of providing benefits to participants in the retiree health benefit plan and defraying reasonable expenses of administering that plan.

(b) The governing body or designated officer, when making investments of the funds, shall discharge its duties with respect to the investment of the funds.

(1) Solely in the interest of, and for the exclusive purposes of providing benefits to, participants in the retiree health benefit plan, minimizing employer contributions thereto, and defraying reasonable expenses of administering the plan.

(2) With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct of an enterprise of a like character and with like aims.

(3) Shall diversify the investments of the funds so as to minimize the risk of loss and to maximize the rate of return, unless under the circumstances it is clearly prudent not to do so.